**VILNIUS CITY MUNICIPALITY ADMINISTRATION AND MUNICIPAL ENTERPRISE SUSISIEKIMO PASLAUGOS**

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\_\_\_-\_\_\_-2024

**Terms and conditions of public procurement of PROVISION OF passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities through an open tender**

**CONTENT**

|  |  |
| --- | --- |
| I. General Provisions | 2 |
| II. Procurement object: | 3 |
| III. Grounds for exclusion of suppliers, qualification requirements and, if applicable, required standards for the quality management system and/or the environmental management system, including requirements for individual members of the group of suppliers submitting a joint tender. List of supporting documents | 8 |
| IV. Participation of a group of suppliers in procurement procedures | 20 |
| V. Requirements to ensure the validity of tenders | 20 |
| VI. Preparation, submission, amendment of tenders | 23 |
| VII. Encryption of tender price | 26 |
| VIII. Ways in which suppliers can request explanations of procurement documents, find out whether the contracting authority intends to hold a meeting with suppliers on this matter, as well as ways in which the contracting authority may explain (clarify) the procurement documents on its own initiative | 27 |
| IX. Procedures for familiarisation with and examination of tenders | 28 |
| X. Terms and Conditions of the Procurement contract and/or draft procurement contract proposed by the contracting authority to the parties | 33 |
| XI. Information on the application of the postponement period, the procedure for resolving disputes | 36 |
| XII. Final provisions | 37 |
| **Annexes to the Terms and Conditions of the Procurement:** |  |
| 1. Technical Specification (to be presented as a separate document) | |
| 2. Tender Forms | 39 |
| 3. Procurement Contract (to be presented as a separate document) | |
| 4. Forms to ensure the validity of the tender: |  |
| 4.1. Tender Validity Guarantee Form |  |
| 4.2. Tender Surety Insurance Letter Form | 74 |
| 5. Forms of Guarantee of Fulfillment of the Conditions of the Procurement Contract: | |
| 5.1. Form of Guarantee of Fulfillment of the Conditions of the Procurement Contract  5.2. Procurement Contract Surety Insurance Letter Form | 78 |
| 6. Grounds for exclusion of suppliers | 82 |
| 7. European Single Procurement Document (to be presented as a separate document) | |
| 8. Declaration of compliance with national security requirements | 91 |
| 9. FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560 | 93 |
| 10. List of local (urban, suburban) and/or intercity (international) passenger transport services duly provided during the last 5 years before the end of the deadline for submission of tenders | 108 |
| 11. List of specialists offered by the supplier | 111 |
| 12. Certificate of the proposed means of transport | 113 |

**CHAPTER I**

**General Provisions**

1. The following terms are used in these Terms and Conditions of the Procurement:
   1. **CVP IS** – Central Information System for Public Procurement, adresu <https://viesiejipirkimai.lt>;
   2. **ESDP** – European Single Procurement Document;
   3. **Participant** - the supplier who submitted the bid;
   4. **Entities used for compliance with financial and economic capacity** – other economic entities used by the supplier for compliance with the requirements of financial and economic capacity qualification;
   5. **Quasi-sub-suppliers** –specialists whose qualifications the supplier relies on and who are not yet employees of the supplier or sub-supplier at the time of submission of the tender, but who are intended to be employed if the tender is declared the winner;
   6. **maximum acceptable bid price** - the value used for comparing and evaluating bids, beyond which it will be considered that the price specified in the bid of the participant is too high and unacceptable for the contracting authority;
   7. **Sub-suppliers** – other economic entities used by the supplier to fulfil their obligations and who, through their active actions, will contribute to the execution of the procurement contract (i.e. the labour force of these used economic entities will participate in the execution of the procurement contract);
   8. **Entities used for compliance with technical capacity** – economic entities whose activities are limited only to an obligatory relationship with the Supplier (rental of equipment, premises, etc.) and from which the Supplier intends to use equipment, machinery, etc., in order to meet the qualification requirements which are set out in the procurement documents, in the event that its tender wins the tender;
   9. **Economic entity whose capabilities are relied upon** - a third person is used for the performance of the supplier’s procurement contract, whose qualifications the supplier relies on to meet the qualification requirements;
   10. **Procurement contract** – contract of procurement of passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities.
   11. **VAT** - value added tax.
2. Other definitions used in these procurement conditions are understood as defined in the Law on Public Procurement of the Republic of Lithuania and the legislation implementing it.
3. In accordance with the provisions of Article 84 of the Law on Public Procurement, two contracting authorities – **Vilnius City Municipality Administration**, code 188710061, Konstitucijos pr. 3, LT–09601 Vilnius and **Municipal Enterprise SUSISIEKIMO PASLAUGOS,** code 124644360, Laisvės pr. 10A, LT-04215 Vilnius (hereinafter jointly referred to as the **Contracting Authority**) **–** entered into Contract No. A62-474/24 on 01 July 2024, by which they agreed to carry out a joint procurement **of passenger transport services on local regular bus routes in the territories of Vilnius city and adjacent municipalities.**
4. **Office conducting procurement procedures** – Vilnius City Municipality Administration, code 188710061, Konstitucijos pr. 3, LT–09601 Vilnius, which was granted the right to carry out procurement procedures based on Contract No. A62-474/24 of 01 July 2024.
5. Communication and exchange of information between the contracting authority and suppliers in the context of this procurement takes place through CVP IS. The requirements set out in this clause may not be complied with only in the exceptional cases specified in the Law on Public Procurement.
6. Arguments for the contracting authority’s decision not to carry out the procurement through the services of the central contracting authority, as provided for in Clause 1 of Part 2 of Article 82 of the Law on Public Procurement: catalogue of the centralized purchasing do not contain such services.

**References to the prior information announcement published by the Publications Office of the European Union, also published in CVP IS, in other publications and on the Internet, provided that the procurement has been published in advance**

1. There was no prior information announcement about this procurement.

**Information on the planned publication of a voluntary *ex ante* transparency notice**

1. In this procurement, the contracting authority does not provide for the publication of a voluntary *ex ante* transparency notice.

**Information on whether observers are invited to attend Commission meetings, conditions of their participation**

1. Contracting authorities do not intend to invite observers to attend meetings of the Commission for this procurement.

**CHAPTER II**

**Procurement object:**

**Name of the procurement object, quantity (volume), terms of service provision**

1. Name of the procurement object – **Passenger transport services on local regular bus routes in the territories of Vilnius city and adjacent municipalities (hereinafter – passenger transport services or, depending on the context – services) and services of evacuation by means of vehicles** (hereinafter collectively – services, procurement object).
2. Requirements for the object of the procurement, its quantities (volumes) - are specified in the technical specification (Annex No. 1 to the procurement conditions) and the draft of the procurement contract (Annex No. 3 to the procurement conditions). If a specific model or source of supply, a specific process specific to the goods supplied or services provided by a specific supplier, or a trademark, patent, types, specific origin or production, standard, technical certificate or general technical specifications are specified in the technical specification describing the procurement object, the supplier may provide an equivalent solution (equivalent production or equipment of other manufacturers, etc.) to the specified one. Proof of equivalence is the supplier’s responsibility. If an equivalent object or standard is proposed, documents proving equivalence must be submitted with the bid by the deadline for submission of bids.
3. The contracting authority shall not require that the essential tasks be carried out by the tenderer itself or, if the tender has been submitted by a group of suppliers, by the partner of that group.
4. **Deadlines for service provision are specified:** 
   1. in the technical specification of (the 1 (first) part of the procurement object) in Annex No. 1 to the procurement conditions;
   2. in the technical specification of (the 2 (second) part of the procurement object) in Annex No. 1 to the procurement conditions;
   3. in the technical specification of (the 3 (third) part of the procurement object) in Annex No. 1 to the procurement conditions;
   4. in the technical specification of (the 4 (fourth) part of the procurement object) in Annex No. 1 to the procurement conditions.
   5. The term for the provision of services may be extended under the conditions specified in the procurement contract (Annex No. 3).
   6. Justification for a period of more than 36 months of service: in accordance with Clause 11 of Part 5 of Article 86 of the Law on Public Procurement and based on Part 3 of Article 4 of Regulation (EC) No. 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos 1191/69 and 1107/70, specifying that “the duration of public service contracts is limited and in the case of inter-city and city bus services is limited and does not exceed ten years <…>” and taking into account the fact that the carrier must use/invest in assets (new buses) with an amortization (depreciation) period of more than 36 months.

**Justification of the contracting authority’s decision regarding the (non)splitting of the procurement object of construction works and structural design services for international value or structural design services, as provided for in Part 2 of Article 28 of the Law on Public Procurement**

1. The procurement object is divided into 4 parts:
   1. Parts of the procurement object:
      1. **Part 1 (one) of the procurement object**: the first package for a passenger transportation service (20 routes) with preliminary an annual (12 months) all route mileage of 9,700,000 (nine million seven hundred thousand thousand) km. Detailed requirements for the 1st (first) part of the procurement object are specified in the technical specification (Annex No. 1 of the procurement conditions).
      2. **Part 2 (two) of the procurement object**: the second package for the passenger transportation service (4 routes) with preliminary an annual (12-month) all route mileage of 3,400,000 (three million four hundred thousand) km. Detailed requirements for the 2nd (second) part of the procurement object are specified in the technical specification (Annex No. 1 of the procurement conditions).
      3. **Part 3 (three) of the procurement object**: the third package for the passenger transportation service (7 routes) with preliminary an annual (12-month) all route mileage of 4,800,000 (four million eight hundred thousand) km. Detailed requirements for the 3rf (third) part of the procurement object are specified in the technical specification (Annex No. 1 of the procurement conditions).
      4. **Part 4 (four) of the procurement object**: the fourth package for the passenger transportation service (25 routes) with preliminary an annual (12-month) all route mileage of 10,500,000 (ten million five hundred thousand) km. Detailed requirements for the 4th (fourth) part of the procurement object are specified in the technical specification (Annex No. 1 of the procurement conditions).

14.2. For each part of the procurement object for which a tender will be submitted, suppliers must offer the full quantity (volume) of that part.

14.3. The tender may be submitted by the same supplier for one, several or all parts of the procurement object.

14.4. The contracting authority **shall limit the maximum number of parts to be awarded to the** same supplier as **2 (two) parts**. The parts of the procurement object, for which the potential winner will be chosen first, are determined by the contracting authority according to the priorities of the parts of the procurement object. It is considered that the most important part of the procurement is the one that has the largest volume of the procurement object - thus providing the contracting authority with the greatest economic benefit in terms of the entire procurement object. The priorities of parts of procurement objects are as follows:

|  |  |
| --- | --- |
| **Priority** | **Part of the procurement object** |
| **Priority No. 1** | **4 (fourth) part of the procurement object (total maximum mileage 136,500,000 km)** |
| **Priority No. 2** | **1 (first) part of the purchase object (total maximum mileage 126,000,000 km)** |
| **Priority No. 3** | **3 (third) part of the purchase object (total maximum mileage 62,400,000 km)** |
| **Priority No. 4** | **2 (second) part of the procurement object (total maximum mileage 44,200,000 km)** |

* + 1. If, according to the results of the evaluation of the bids, the same supplier should receive more than the specified maximum number of parts (two parts) of the procurement object, then the supplier wins in those parts of the procurement object that have higher priorities, and in the remaining parts, if a bid was submitted for more than 2 (two) parts of the procurement object, his bid is rejected.

15. The contracting authority reserves the right to decide to conclude a single procurement contract in respect of the parts or groups of parts specified by it, for which the same supplier may be identified as the winner on the basis of the procurement documents.

1. This procurement is not intended to procure construction works with structural design services and is therefore not subject to the requirements for justifying a decision on the non-division of the procurement object of construction works and structural design services.

**Requirements for compliance with national security interests**

1. The contracting authority requires that the software of the vehicle and its support services, and the equipment installed in the vehicles (specified in the technical specification) (Annex 1 to the Terms and Conditions of the Procurement) specified in Chapter “III. BASIC REQUIREMENTS FOR VEHICLES”, in the tables set out in the following clauses: 17 (external and internal passenger information boards (displays)), 20 (Wi-Fi devices (routers)), 21 peoples counting units (PCUs) and on-board computers,) and 22 (external and internal video cameras and a recorder) and their manufacturer would not pose a threat to national security.
2. The contracting authority considers that the goods or services constitute a threat to national security when:
   1. The manufacturer of the equipment specified in clause 17, installed in vehicle, persons performing equipment maintenance and support, or the persons controlling them are registered (if the manufacturer or the person controlling it is a natural person, permanent resident or citizen) in the countries or territories referred to in the list provided for in Part 14 of Article 92 of the Law on Public Procurement;
   2. the supply of services is to be carried out from the countries or territories referred to in the list provided for in Part 14 of Article 92 of the Law on Public Procurement.
3. If the manufacturer of the equipment that is specified in the clause 17 of the procurement conditions or service provider or the person controlling it is an undertaking of national security importance, a state-owned enterprise, a municipal enterprise, as well as a state-owned company and their subsidiaries listed in the Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, Part 9 of Article 37 of the Law on Public Procurement and Paragraph 18 of the procurement conditions shall not apply to these entities.
4. When verifying the compliance of a bid with the requirements of Part 9 of Article 37 of the Law on Public Procurement, the contracting authority shall require the supplier to submit with the tender a Declaration of Compliance with the National Security Requirements (Annex 8 to the Technical Specification of the Conditions of Contract), and shall require the supplier submitting the most economically advantageous bid (potential winner of the relevant part of the procurement) to submit one or more of these documents:
   1. a copy of the legal entity’s constituent documents certified by the head of the legal entity;
   2. an extended extract from the Register of Legal Entities with a history;
   3. an extract from the Information System for Legal Entities Tenderers;
   4. a copy of the identity document (identity card or passport);
   5. a copy of the authorisation to engage in the relevant economic activity (e.g. a business license, individual activity certificate, etc.);
   6. the certificate of declared residence;
   7. or relevant documents from a Member State or from a third country, or other documents acceptable to the contracting authority.
5. The contracting authority considers that the supplier has a conflict of interest that may negatively affect the performance of the procurement contract, if it has information from the competent authorities that the manufacturers of the equipment specified in Paragraph 17 of the procurement conditions or the persons providing support services, or the persons controlling them, have interests that may pose a threat to the national for safety. The contracting authority requires that the goods (as well as their manufacturers), support services (their providers) offered by the supplier cannot pose a threat to national security, if the circumstances specified in Paragraph 1 of Part 4 of Article 13 of the Law on the Protection of Objects Important for Ensuring National Security arise on the basis of the transaction. The contracting authority considers that the goods (as well as their manufacturers), services (their providers), or works offered by the supplier pose a threat to national security, if the Government of the Republic of Lithuania has passed a decision confirming that the intended transaction does not meet the interests of national security in accordance with the Law on the Protection of Objects Important for Ensuring National Security.

**Energy efficiency and environmental protection of goods, services or works, social criteria, if applicable**

1. The contracting authority is not an entity of the central state administration of the Republic of Lithuania established by the Law on Public Administration of the Republic of Lithuania (the territory of activity is not the entire territory of the State), therefore the requirements for energy efficiency are not binding on it.
2. This procurement applies environmental criteria (green procurement requirements). The environmental protection criteria were established in accordance with sub-clause 4.4.1 of the “Description of the procedure for applying environmental criteria in green procurement” approved by Order No. D1-508 of the Minister of the Republic of Lithuania dated 28 June 2011 (current edition): an environmental and environmentally friendly product being procured that falls within the indicative list of environmental and environmentally friendly goods and services according to Commission Implementing Regulation (EU) 2015/2174 of 24 November 2015 on an indicative set of environmental and environmentally friendly goods and services. Environmental protection criteria are defined in the technical specification (Annex 1 of the Terms and Conditions of the Procurement).
3. This procurement is not reserved in accordance with the provisions of Articles 23 and 24 of the Law on Public Procurement.

**Criteria for the application of building information modelling methods in cases and procedures established by the Government of the Republic of Lithuania and/or its authorized body, if applicable**

1. The procured object is not subject to the cases covered by Resolution No. 1061 of the Government of the Republic of Lithuania dated 8 December 2021 “Requirements and/or criteria for the application of building information modelling methods”.

**Information on whether the contracting authority allows, does not allow or requires the submission of alternative tenders, the requirements of those tenders**

1. The contracting authority shall not allow the submission of alternative tenders. If the supplier submits an alternative tender (alternative tenders), its tender and alternative tenders will be rejected.

**CHAPTER III**

**Grounds for exclusion of suppliers, qualification requirements and, if applicable, required standards for the quality management system and/or the environmental management system, including requirements for individual members of the group of suppliers submitting a joint tender. List of supporting documents**

1. In this procurement, the option referred to in Part 4 of Article 59 of the Law on Public Procurement will be applied to first evaluate the tenders submitted by the tenderers, and after evaluation the tenders, it will be verified whether there are grounds for the exclusion of the tenderer who submitted the most economically advantageous bid (potential winner), whether the qualification of this tenderer meets the established requirements and, if applicable, whether that tenderer complies with the quality management system and/or environmental protection standards of the construction system. The contracting authority will request the participant who submitted the most economically beneficial bid (potential winner) will request to submit the documents confirming the absence of grounds for exclusion, documents proving compliance with the qualification requirements and, if applicable, whether this participant complies with the standards of the quality management system and/or environmental protection management system, within 10 working days from the date of receipt of such request.
2. A contracting authority shall remove a supplier from a procurement procedure at any stage of the procurement procedure if it appears that, as a result of its actions or omissions before or during the procurement procedure, it complies with at least one of the grounds for exclusion laid down in the procurement documents.
3. The supplier’s qualification and, if applicable, compliance with the requirements of the quality management system and/or environmental management system standards must be obtained by the end of the deadline for the submission of tenders (date of receipt of tenders).
4. The contracting authority shall not require the supplier to provide documents confirming the absence of grounds for its exclusion, its compliance with the qualification requirements and, where applicable, with the standards of the quality management system and/or the environmental management system, provided that:
   1. It has access to these documents or information directly and free of charge by accessing a national database in any Member State or using CVP IS tools;
   2. It already has these documents from previous procurement procedures.

**Grounds for exclusion of suppliers**

1. The grounds for exclusion, documents confirming their absence are indicated in Annex 6 to the Terms and Conditions of the Procurement.
2. When declaring that there are no grounds for exclusion from the procurement, the ESPD completed with the tender must be submitted by:
   1. The tenderer who submitted the tender;
   2. Each partner of a supplier group, if the tender is submitted by a group of suppliers;
   3. Each sub-supplier on whose capacity, i.e. to meet the qualification requirements, the supplier relies upon;
   4. Each entity used for compliance with financial and economic capacity, provided that such qualification requirements are imposed and if the supplier uses such entities to meet those requirements.
3. Sub-suppliers whose capacity, i.e. in order to meet the qualification requirements, is not relied upon by the supplier, entities used for technical capacity compliance and quasi-subcontractors are not required to provide documentation demonstrating the absence of grounds for exclusion of the ESPD and the absence of grounds for exclusion, the contracting authority shall not check the grounds for exclusion of these persons.
4. The supplier must complete the ESPD in the following way:
   1. Save the ESPD form on its computer in XML format;
   2. Upload (import) ESDP data on the ESPD Service page <http://ebvpd.eviesiejipirkimai.lt/espd-web/>;
   3. Provide answers to the questions referred to by the ESDP. Guidance for suppliers on the completion of the ESPD: [http://vpt.lrv.lt/uploads/vpt/documents/files/EBVPD%20pildymas(Tiek%C4%97jas).pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/EBVPD%20pildymas(Tiekėjas).pdf);
   4. Save on its computer the received form in PDF format with the answers provided;
   5. When submitting a tender, attach the saved ESPD reply form in PDF format together with the other tender documents, i.e. in the “Attach documents” section of the tender window.
5. Each ESPD submitted in PDF format must be signed with an original secure electronic signature that meets the requirements of the Law on digital signature of the Republic of Lithuania or a printed, signed, and scanned document is submitted.
6. Before determining the successful tender, the contracting authority shall require the tenderer submitting the most economically advantageous tender to submit relevant documents confirming the absence of grounds for its exclusion and its compliance with the qualification requirements and, where applicable, confirming its compliance with the standards of the quality management system and/or the environmental management system.
7. Where the supplier is unable to provide the required documents because such documents are not issued in the Member State or in the country concerned or the documents issued in that country do not cover all the issues raised in clauses 1, 2 of Annex 6 to the Terms and Conditions of the Procurement, they may be replaced by:
   1. Affidavit;
   2. An official declaration by the supplier if the affidavit is not used in the country. The supplier’s official declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or commercial organisation in the Member State or supplier’s country of origin or in the country in which it is registered.

**Information on the possibilities provided for in Parts 3 and 10 of Article 46 of the Law on Public Procurement not to exclude from the procurement procedure a tenderer who does not meet certain requirements imposed on it**

1. For failure to fulfil obligations relating to payment of taxes, including social security contributions, in accordance with the requirements of the country where the supplier is registered or the country in which the contracting authority is located, the supplier shall be excluded from the procurement procedure if the contracting authority becomes aware that the supplier has been convicted of this within the meaning of Clauses 1 and 3 of Part 2 of Article 46 of the Law on Public Procurement, or have other evidence of non-compliance with these obligations. This provision shall not apply if:
   1. The supplier is liable to pay taxes, including social security contributions, and is therefore deemed to have already fulfilled the obligations referred to in this part;
   2. The amount of indebtedness does not exceed EUR 50 (fifty euros);
   3. The supplier has been informed of the exact amount of its arrears at such a time that, before the deadline for the submission of tenders or tenders, it has not been able to pay taxes, including social security contributions, to conclude a tax credit agreement or other similar binding agreement to pay them, or to take other measures to comply with the provisions of sub-clause 38.1. A supplier shall not be excluded from the procurement procedure on this basis if, by requiring the contracting authority to submit relevant documents pursuant to Part 6 of Article 50 of the Law on Public Procurement, it proves that it has already fulfilled its obligations relating to the payment of taxes, including social security contributions.
2. Where a supplier does not comply with the requirements laid down in accordance with Parts 1, 4 and 6 of Article 46 of the Law on Public Procurement, the contracting authority shall not remove it from the procurement procedure where both of the following conditions are present together:
   1. The supplier has provided the contracting authority with information that it has taken the following measures:
      1. It voluntarily paid or undertook to pay compensation for damage caused by an offence or infringement referred to in Parts 1, 4 and 6 of Article 46 of the Law on Public Procurement, if applicable;
      2. It cooperated, actively provided assistance or took other measures to assist in the investigation, clarification of the offence or infringement committed by him, where applicable;
      3. It has taken technical, organizational, personnel management measures aimed at preventing further criminal acts or violations;
   2. The contracting authority has assessed the supplier’s information provided in accordance with Clause 39.1 and has taken a reasoned decision that the measures taken by the supplier to prove its reliability are sufficient. The adequacy of these measures shall be assessed in the light of the seriousness and circumstances of the offence or infringement. The contracting authority shall provide the supplier with a reasoned decision in writing no later than 10 days from the date of receipt of the supplier’s information referred to in clause 39.1.
3. The supplier may not avail itself of the option provided for in Clause 38 when it has been excluded from the procurement or concession award procedures by a court decision made and entered into force for the period specified in the court decision.
4. Where, by a judgment given and taking effect, the supplier has been granted a period of time for the exclusion of the grounds referred to in Annex 6 to the Terms and Conditions of the Procurement, the contracting authority shall remove the supplier from the procurement procedure for the period specified in the judgment.
5. The contracting authority shall remove the supplier from the procurement procedure in accordance with the grounds for exclusion referred to in Parts 4 and 6 of Article 46 of the Law on Public Procurement and where it has convincing evidence that the supplier is established or is participating in the procurement in place of another person, in order to avoid the application of the grounds for exclusion referred to in Parts 4 and 6 of Article 46 of the Law on Public Procurement.

**Qualification requirements for suppliers**

1. Qualification requirements for suppliers and required documents and information to support the following requirements:

|  |  |  |
| --- | --- | --- |
| **No.** | **Qualification requirements for the supplier** | **List of supporting documents** |
| **Right to engage in relevant activities** | | |
| 42.1. | The supplier (the partners of the supplier group together, each partner in the area in which it will operate), the sub-suppliers on whose capacity the supplier relies on (each in the area in which it will operate) must have the right to engage in bus passenger transport activities in the territory of the Republic of Lithuania.    Legal basis for the required activity:  Article 8 of the Road Transport Code of the Republic of Lithuania; Resolution No. 1434 of the Government of the Republic of Lithuania of 7 December 2011 “On approval of the rules for licensing road transport activities”. | **ESPD.**   1. The contracting authority shall itself verify the data published on the LTSA Administrative Services website <https://vektra.eltsa.lt/vektra-portal/>. 2. From suppliers registered in a Member State of the European Union, a Member State of the European Economic Area, the Swiss Confederation, documents issued by the competent authorities of the supplier’s country of origin concerning the right to engage in activities related to the procurement object are accepted, but such a supplier from a foreign country is obliged, within a reasonable time, to apply to the relevant authority of the Republic of Lithuania for the right to engage in procurement issuance of a document related to the object of activity in the territory of the Republic of Lithuania. In case of winning, documents confirming the qualification held by a foreign supplier in Lithuania may be issued after the final date of submission of tenders within the period of readiness to provide services\*.     \* The term of readiness to provide services is defined in clause 13 of the conditions of procurement. |
| **Financial and economic capacity** | | |
| 42.2. | The average annual revenue of the supplier (including the partners in the supplier group) from the activity to which the procurement is carried out during the last 3 (three) financial years and, if the entity was registered later or started its activities in the relevant field later, since the entity’s registration or the start of activities in the area related to the procurement, is:  **For part I of the procurement object** – at least EUR 6,480,252.00 excluding VAT.  **For part II of the procurement object –** at least EUR 3,227,418.00 excluding VAT.  **For part III of the procurement object** – at least EUR 3,667,714.00 excluding VAT.  **For part IV of the procurement object** – at least EUR 7,880,093.00 excluding VAT.  1. The activities related to the procurement are considered to be: passenger transport services on local (urban, suburban) and/or intercity and/or international bus routes.  2. When a tender is submitted for more than one part of the procurement object, the requirement for the amount of said income is not summed. | **ESPD.**   1. For the period of the last 3 (three) financial years, a declaration of annual income received from the activities specified in the qualification requirement or the corresponding bank statement is signed by the head of the entity and person who is able to keep the accounting records of the entity in accordance with the legislation.     Where the supplier is unable, for justified reasons, to provide the documents required by the contracting authority to demonstrate its financial and economic capacity, it shall be entitled to submit other documents acceptable to the contracting authority. |
| **Technical and professional capacity** | | |
| 42.3. | The supplier (the partners of the supplier group together) has, within the last 5 years before the end of the deadline for the submission of tenders, duly[[1]](#footnote-2) provided with its own forces[[2]](#footnote-3), under one or more contracts, the services for the carriage of passengers on local (urban, suburban) and/or intercity (international) bus routes, the mileage (total mileage) of which:  **For part I of the procurement object** – at least 4,850,000 km.  **For part II of the procurement object** –at least 1,700,000 km.  **For part III of the procurement object** –at least 2,400,000 km.  **For part IV of the procurement object** –at least 5,250,000 km.  *Notes:*  1. Irrespective of the start and end of the service provision of the contract (s) performed and/or executed, only the value of the part of the services performed during the last 5 years before the end of the deadline for the submission of tenders will be counted towards the total value.  2. The supplier is not prohibited from relying on a contract executed by the supplier not alone, but jointly with other economic entities. However, in this case, it is precisely the services provided by a particular supplier participating in the procurement (depending on the object being procured) that must be assessed, their volume, value, and not the entire object of the executed contract.  3. If a tender is submitted for more than one part of the procurement object, the requirement for said mileage shall not be added together. | **ESPD.**   1. List[[3]](#footnote-4) of properly provided local (urban, suburban) and/or intercity (international) passenger transport services during the last 5 years before the end of the deadline for submission of tenders (Annex 10 to the Terms and Conditions of the Procurement), indicating the total mileage (km) of the services provided and the recipients of the services (both public and private). 2. Certificates from customers about properly performed services, which must indicate the total mileage (km), dates and location of the services, the recipients of the services and their contact details, whether the services were provided properly.      \*The Services are deemed to be provided properly if their suitability is confirmed by the customer in his certificate. |
| 42.4. | The supplier (supplier group partners together) must have or can use at least 1 (one) Transport Manager who must meet the following requirements:  specialist (transport manager) who is entrusted with directing the transport activities of the carrier must have the established professional competence in accordance with Part 5 of Article 8¹ of the Road Transport Code of the Republic of Lithuania. | **ESPD.**   1. Certificate of professional competence for **the transportation of passengers on domestic or international routes** issued by the Lithuanian Transport Safety Administration. 2. Completed list of specialists offered by the Supplier (Annex 11 to the Terms and Conditions of the Procurement) 3. Suppliers registered in a Member State of the European Union, a Member State of the European Economic Area, the Swiss Confederation shall accept documents issued by the competent authorities of the supplier’s country of origin regarding the certification of the required professional competence, but such a supplier from a foreign country shall be obliged, within a reasonable time, to apply to the relevant authority of the Republic of Lithuania regarding the required professional competence issuance of the document. Documents confirming the qualification held by a foreign supplier in Lithuania may be issued after the final date of submission of tenders within the period of readiness to provide services\*.   \* The terms of readiness for the provision of services are specified in clause 13 of the terms and conditions of procurement.  *In the event that the specialist is not an employee of the supplier, the consent of the specialist, a protocol of intent, a contract or other document drawn up before the end of the deadline for the submission of tenders is provided, proving that the specialist’s resources will be available to the supplier for the entire period of execution of the procurement contract.* |
| 42.5. | The supplier (partners of the supplier group together) has the technical means necessary to perform the contract: to have or may use (ownership, rental, etc.) M₃CE and M₃CG class vehicles necessary for the provision of services, i.e. the performance of the contract.  **Note.** If the bid is submitted for more than 1 (one) part of the procurement object, information on the number of vehicles used is provided separately for each part of the procurement object for which the bid is submitted. | **ESPD.**  1.A filled out compliance form from the supplier (partners of the supplier group together) regarding the vehicles owned or used by the supplier for the performance of the contract (Annex No. 4 to the technical specification). The certificate must contain information about the available vehicles, *together with* *the following*:  1.1. Technical inspection result cards and state registration certificates are provided if the supplier (supplier group partners together) owns the vehicles, *or/and*  1.2. If the supplier (supplier group partners together) does not own the vehicles, evidence is provided that these vehicles will be available during the performance of the contract. Such evidence can be:   * + - contracts for the management of vehicles, or, preliminary contracts for the purchase of vehicles (or letter of intent) with the manufacturer or his authorized representative (if the contract is concluded with an authorized representative, documents proving the representation are submitted as well);     - A certificate from a commercial bank or other financial institution regarding the expected funding, indicating the expected amount of vehicles to be funded by types of vehicles or the amount of funds (if the amount of funds is indicated, additional documents justifying the purchase value of the vehicles are provided as well);     - The decision of the shareholders of the supplier company or other competent management bodies to allocate the necessary funds and evidence of the actual managing of such funds (for example, a copy of the minutes of the shareholders’ decision to create reserves for this investment in accordance with the procedure established by the Law on Companies of the Republic of Lithuania, or a set of reports for the last financial year with an approved auditor’s report and an explanatory notes or other equivalent documents (a bank account statement will not be considered an equivalent document)), together with the submission of documents substantiating the purchase value of vehicles. In the event that the supplier bases the qualification requirement on the decision of the supplier’s shareholders (participants) or other competent management bodies, in all cases it will be checked whether the decision was made by the suitable body of an entity, within the limits of their authority, and whether that entity actually controls the amount required for funding.     - Other equivalent evidence that the supplier has the necessary funds for the purchase of vehicles or other documents confirming the future operation of the vehicles.   **Note.** The contracting authority recommends the suppliers to evaluate the time required for the issuance of the specified certificates and to take into account the deadline for the submission of qualification documents specified in clause 27 of the procurement conditions. |

1. The contracting authority shall consider that the supplier, the manufacturer of the equipment installed in the vehicles specified in Clause 17 of the Terms and Conditions of the Procurement has interests which may endanger national security and shall prohibit participation in the procurement by suppliers, their sub-suppliers or economic entities whose capabilities are relied upon, who are themselves registered (if the supplier, its sub-supplier, the economic entity whose capabilities are relied upon, or the controlling person is a natural person – resident or having citizenship) in the countries or territories referred to in the list referred to in Part 14 of Article 92 of the Law on Public Procurement.
2. If the supplier, its subcontractor, the entities whose capacities are relied upon or the persons controlling them are an undertaking of importance for national security, a state-owned enterprise, a municipal enterprise, as well as a state-owned company and their subsidiaries listed in the Lithuania Law on the Protection of Objects of Importance to Ensuring National Security, Part 9 of Article 47 of the Law on Public Procurement shall not apply to those entities.
3. When verifying the compliance of a tender with the requirements of Part 9 of Article 47 of the Law on Public Procurement, the contracting authority shall require the supplier to submit with the tender a Declaration of Compliance with the National Security Requirements (Annex 8 to the Technical Specification of the Terms and Conditions of the Procurement), and shall require the supplier submitting the most cost-effective tender to submit one or more of the following documents: a copy of the documents establishing the legal entity, certified by the head of the legal entity, a copy of the extended extract of the Register of Legal Entities with the history, an extract from the Information System for Tenderers in Legal Entities, a copy of the identity document (ID card or passport), a copy of the document certifying the authorisation to engage in the relevant economic activity (e.g. a business license, individual activity certificate, etc.)a copy of the certificate of declared residence or relevant documents from a Member State or from a third country, or other documents acceptable to the contracting authority. Documents which do not specify a period of validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the contracting authority to submit the documents.
4. The contracting authority demands that the supplier cannot pose a threat to national security, if the circumstances specified in Paragraph 1 of Part 4 of Article 13 of the Law on the Protection of Objects Important for Ensuring National Security arise on the basis of the transaction. The contracting authority considers that the supplier has a conflict of interest and that this may adversely affect the performance of the procurement contract, if the Government of the Republic of Lithuania has passed a decision confirming that the intended transaction does not meet the interests of national security in accordance with the Law on the Protection of Objects Important for Ensuring National Security.

**Required quality management system and/or environmental management system standards**

1. The contracting authority shall not require suppliers to comply with the standards of the quality management system and/or the environmental management system in this procurement.

**Information that, if the supplier’s qualification for the right to engage in the relevant activity has not been or has not been fully verified, the supplier undertakes to the contracting authority that the procurement contract will be executed only by persons having such a right**

1. Where the supplier’s qualifications for the right to engage in the relevant activity have not been or have not been fully verified, the supplier undertakes to the contracting authority that the contract will be executed only by persons having such a right. At the request of the contracting authority, the supplier will have to provide documents proving that the procurement contract is or will be executed only by persons having such a right.

**Relying on the capacity of other economic entities**

1. The supplier may rely on the capacity of other economic entities to meet the requirement laid down in the procurement documents to have a special permit or to be a member of certain organizations, the established requirements for financial and economic capacity or the requirements for technical and professional capacity, regardless of the legal nature of the relationship with those economic entities. A supplier may rely on the capacity of other economic entities only if those entities provide the services themselves and carry out work that requires the capacity at their disposal.
2. Where education or professional qualifications as defined in Clause 7 of Part 7 of Article 51 of the Law on Public Procurement or professional experience are required, the supplier may rely on the capacity of other economic entities only if those entities provide the services themselves, perform work requiring the capacity at their disposal. This provision shall apply without prejudice to the requirement set out in Clause 12.
3. Where the supplier wishes to rely on the capacity of other economic entities, it must prove to the contracting authority in the tender that, for the execution of the contract, the resources of the economic entities on whose capacity it relies will be available to it throughout the execution of the contract, i.e. to provide the consents of those economic entities.
4. The contracting authority shall verify that the economic entities referred to in the tenderer’s tender, whose capacity the supplier intends to rely on, satisfy the qualification requirements imposed on them and that there are no grounds for the exclusion of such an operator. If the economic entity referred to in the supplier’s tender does not satisfy the qualification requirements imposed on it or its situation satisfies at least one of the grounds for exclusion established by the contracting authority, the contracting authority shall request that it be replaced by a qualifying economic entity within a time limit set by it.
5. Where a supplier relies on the capacity of other economic entities, taking into account the economic and financial capacity requirements laid down in the procurement documents, the contracting authority shall require the supplier and the economic entities whose capacity is relied upon to assume joint and several liability for the execution of the contract. Where the capacity of an economic entity is relied upon to meet the economic and financial capacity requirements set out in the procurement documents, the contracting authority must be accompanied by an irrevocable guarantee contract signed by that economic entity, confirming that the entity relying on its capacity undertakes to be jointly and severally liable for the supplier performance of obligations under the procurement contract and to compensate for any damage resulting from improper performance or non-performance of obligations by the supplier. If an entity is not mentioned in the tender submitted by the end of the time limit for the submission of tenders, the capacity of that entity shall not be relied upon.
6. If the supplier intends to use a specialist who is a natural person for the fulfilment of the qualification requirements and the execution of the procurement contract, but does not intend to employ it in the case of winning and the award of the contract, in that case the specialist (natural person) must be indicated in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement) as a sub-supplier (providing evidence that its resources will be available and can be used for the entire period of execution of the procurement contract).
7. If the supplier intends to employ a specialist – a natural person whom it intends to employ in the case of winning and the award of the procurement contract – for the fulfilment of the qualification requirements and the execution of the procurement contract, it must be indicated in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement) as the proposed specialist (quasi-supplier) and supplier before the deadline for submission of tenders should enter into an agreement or a protocol of intent or other document with that professional to substantiate that such intention existed prior to the supplier’s submission of the tender and, that in the event of a win and the conclusion of a procurement contract, a specialist will be hired. These documents are provided by the supplier together with the tender.

**Requirements of Council Regulation (EU) 2022/576 of 8 April 2022**

1. It is considered that a supplier, a sub-supplier (in cases where its share of the contract value exceeds 10%) and another economic entity subject to it relies (in cases where its share of the value of the procurement contract is more than 10%) does not meet the requirements of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (hereinafter – the Regulation), if it is:
   1. A Russian citizen, natural or legal person, entity or organization established in Russia;
   2. A legal person, entity or organisation in which more than 50% of the ownership rights directly or indirectly belong to the entity referred to in this clause ‎57.1;
   3. A natural or legal person, entity or organisation acting on behalf of or at the direction of the entity referred to in clause ‎57.1 or ‎57.2.
2. In accordance with the requirements of the Regulation, the contracting authority shall request each tenderer to declare in its tender (Annex 2 to the Terms and Conditions of the Procurement) that it is not subject to the restrictions laid down in the Regulation. Proving documents will only be requested in case of suspicion.

**National security requirements of Part 21 of Article 45 of the Law on Public Procurement**

1. The contracting authority will reject a bid if at least one of the following conditions or parts of a condition is present:
   1. the supplier (each partner of the supplier group), its sub-supplier, economic entities whose capabilities are relied upon, or the persons controlling them are legal entities registered in the following states or territories:
      1. Russian Federation;
      2. Republic of Belarus;
      3. Crimea annexed by the Russian Federation;
      4. the territory of Transnistria not under the control of the Government of the Republic of Moldova;
      5. the territories of Abkhazia and South Ossetia not under the control of the Sakartveli Government;
   2. the supplier (each partner of the group of suppliers), its subcontractor, the economic entity on whose capacities the supplier relies, or the persons controlling them are natural persons who permanently reside in the countries or territories listed in clause 59.1 of the procurement conditions or hold the citizenship of these countries;
   3. the services are provided from the states or territories specified in the list provided for in clause 59.1 of the procurement conditions;
   4. The Government of the Republic of Lithuania, in accordance with the criteria laid down in the Law on the Protection of Objects Important for Ensuring National Security, has passed a decision confirming that the entities specified in clauses 59.1 and 59.2 of the procurement conditions or the transaction intended to be concluded (concluded) with them do not meet the interests of national security;
   5. the contracting authority has information from the competent authorities that the entities specified in clauses 59.1 and 59.2 of the procurement conditions have interests that may pose a threat to national security;
   6. the supplier (each partner of the supplier group), its sub-supplier, economic entity whose capacity is relied on, operates in the states or territories specified in the list provided for in clause 59.1 of the procurement conditions or is a member or its manager, another member of the management or supervisory body or another person (other persons) of a group of economic entities, who has (have) the right to represent the supplier, sub-supplier, business entity whose capabilities are relied upon or to control it, to make a decision on its behalf, to enter into a transaction, and thus participates in the activities of such groups of economic entities and/or economic entities, any member of which operates in the states or the territories specified in the list provided for in clause 59.1 of the procurement conditions.
2. The contracting authority requires the supplier to declare in the bid submitted that neither during the submission of the bid nor during the performance of the procurement contract, the supplier (each partner of the supplier group), the persons he uses (sub-suppliers, economic entities whose capacities are relied upon), the services offered by the supplier and entities providing them, as well as persons controlling the supplier and all specified entities do not and will not pose a threat to national security, as defined in Part 21 of Article 45 of the Law on Public Procurement. If the contracting authority has doubts regarding the correctness of the information specified by the supplier, it must ask the participant who submitted the most economically beneficial bid to provide supporting documents (one or more) specified in Part 12 of Article 51 of the Law on Public Procurement or other documents and/or explanations acceptable to the contracting authority. The contracting authority may request these documents and/or explanations from the participants at any time during the procurement procedure, if this is necessary to ensure the proper performance of the procurement procedure.

**Requirements for Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market**

1. In accordance with Parts 1 and 2 of Article 28 of Regulation (EU) No 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market (hereinafter referred to as Regulation (EU) 2022/2560), the contracting authority shall require the supplier to provide, together with the submission of the tender, information on all foreign financial contributions received within 3 (three) years, as defined in Part 1 of Article 29 of Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market.
2. The notification of all foreign financial contributions received within 3 (three) years or a declaration within the meaning of Part 1 of Article 29 of Regulation (EU) 2022/2560) (Form FS-PP, Annex 9 to the Terms and Conditions of the Procurement) shall also be made in respect of subcontractors, sub-suppliers or supplier (s) that will be considered as key, provided that its or their participation secures the main the elements of the execution of the procurement contract, and in all cases where the economic part of it or their contributions exceeds 20% of the value of the tender submitted. As the main elements for the execution of the procurement contract are the buses on which the services will be provided, the documents referred to in this clause must be submitted for the bus manufacturer (s) as well. The bus manufacturers used by the suppliers must be disclosed in the bid form (Annex No. 2 to the procurement conditions). If the tender is not accompanied by a notification or declaration, the contracting authority may ask the supplier to provide the relevant document within 10 working days.
3. The completed notice or declaration shall be submitted without delay by the contracting authority to the European Commission, which, after examining the content of the notification, will decide on the correctness of the information contained in the notification and, if necessary, request the supplier to clarify the information contained in the notification. The European Commission may also order the rejection of a supplier’s tender if the supplier has not clarified the information contained in the notification within the time limit specified by the European Commission or has recognised that the undertakings are neither adequate nor sufficient to fully and effectively correct the distortion.

**CHAPTER IV**

**PARTICIPATION OF A GROUP OF SUPPLIERS IN PROCUREMENT PROCEDURES**

1. The tender may be submitted by a group of suppliers. The group of suppliers submitting a joint tender must submit a joint venture agreement.
2. The joint venture agreement must contain:
   1. The obligations of each of the parties to this contract (partner) in the execution of the contract to be concluded with the contracting authority are indicated, the proportion of the value of these obligations (volume in euro and percentage) in the total value of the contract;
   2. The joint venture agreement must provide for joint and several liability of all the parties to the contract for failure to fulfil obligations towards the contracting authority. Where this provision is not provided for in the joint venture contract, the joint venture partners shall be deemed to be jointly and severally liable for the failure of the contracting authority to fulfil their obligations.
   3. It must be envisaged which partner (hereinafter – the responsible partner) represents the group of suppliers (with whom the contracting authority should communicate on issues arising during the examination of qualifications and the evaluation of the tender and with whom to provide relevant information).
3. In the event that a supplier group’s tender is recognised as successful in this procurement, the contracting authority will only liaise with the responsible partner, conclude a procurement contract with it and make payments to him, except in the case of direct settlement with sub-suppliers.
4. The contracting authority shall not require that, once the tender submitted by a group of suppliers has been found to be successful and its tender to conclude a contract, that group of suppliers acquire a certain legal form.
5. Suppliers must make sure that it will not be possible to change partners in the supplier group during procurement procedures, and therefore partners must be chosen responsibly by the supplier.

**CHAPTER V**

**REQUIREMENTS TO ENSURE THE VALIDITY OF TENDERS**

**Requirements to ensure the validity of tenders**

1. The tender must be secured by any of the collateral chosen by the supplier, whether by security, bank guarantee or surety insurance:
   1. The deposit before the end of the deadline for submission of tenders must be transferred to the accounts of the Vilnius City Municipality Administration (code 188710061) LT07 7180 3000 0113 0388 AB Šiaulių Bankas or LT50 4010 0424 0394 3983 Luminor Bank AS in the Lithuanian branch bank;
   2. Bank guarantee, surety insurance before the end of the deadline for submission of tenders shall be provided in electronic form, in a separate file, signed with the original secure electronic signature of the bank or insurance company that issued the guarantee of validity of the tender, in accordance with the requirements of the legislation. The contracting authority must be able to verify the secure electronic signature of the bank or insurance company that issued the tender validity assurance. If the supplier provides a document certifying the validity of the tender issued by the insurance company, the supplier must also provide a signed insurance certificate (policy) and a tax order that the insurance premium for this insurance letter of guarantee of the tender issued by the insurance company has been paid.
   3. The tender security must be issued by: (a) a bank or insurance company licensed in the European Union; or (b) a bank or insurance company from a third country which, at the date of issue of the guarantee, must hold an investment grade rating approved by at least one international rating agency with an investment grade rating of at least: Standard & Poor’s “A-”, Fitch “A-”, Moody’s “A3” or equivalent; the rating must be met by the bank or insurance company that issued the collateral or the group of companies to which they belong.
2. The required amount to ensure the validity of the tender is set for each part of the procurement object. When submitting a tender for several parts at once, the required amount of the guarantee of the validity of the tender (collateral/bank guarantee/insurance company guarantee) is aggregated:

|  |  |
| --- | --- |
| **Part of the procurement object** | **Amount of deposit/bank guarantee/surety insurance required to ensure the validity of the tender, EUR** |
| **1** | **430,000.00** (four hundred thirty thousand euros) |
| **2** | **220,000.00** (two hundred and twenty thousand euros) |
| **3** | **250,000.00**  (two hundred and fifty thousand euros) |
| **4** | **530,000.00**  (five hundred thirty thousand euros) |

1. Bank guarantee and surety insurance are subject to the following requirements:
   1. The supplier must provide a completed tender validation document in accordance with the tender validation forms (Annex 4 to the Terms and Conditions of the Procurement);
   2. The guarantee provided (surety insurance letter) must indicate the term of its validity. The guarantee (surety insurance) must be valid for at least 6 months from the end of the deadline for the submission of tenders;
   3. Upon receipt of a written request from the contracting authority, the bank providing the guarantee or the insurance company providing the surety insurance must, within 10 working days, pay the contracting authority the amount of money indicated in the guarantee (surety insurance), without requiring the contracting authority to justify its claim, provided that the contracting authority notes that: the amount required depends on one of the conditions specified in clause 69, naming this condition.
2. The contracting authority shall waive the requirements under the tender validation document or return the tender validity guarantee subject to at least one of the following conditions:
   1. The period of validity of the guarantee of tenders expires;
   2. The procurement contract enters into force;
   3. Termination of procurement procedures;
   4. The tenderer’s tender is rejected, i.e. the tenderer has been notified of the rejection of its tender, and the rejection of this tender due to the expiry of the time limit for appeal cannot be contested, unless the tenderer does not provide any information requested by the contracting authority before the expiry of the period specified by the contracting authority with regard to the adjustment, addition or explanation of the tender submitted, unusual justifying the low price or correcting arithmetic errors, fails to provide information on the absence of grounds for exclusion or supporting documentation of qualifications.
3. The tenderer shall lose the validity of the tender under at least one of the following conditions:
   1. The tenderer does not provide, before the expiry of the time limit specified by the contracting authority, any information requested concerning the adjustment, addition or clarification of the tender submitted, the justification for the abnormally low price or the correction of arithmetic errors, information on the absence of grounds for exclusion or documents supporting qualification;
   2. The tenderer withdraws its tender or part thereof (the procurement object specified in the tender, its quantity (volume), the prices offered, the delivery or payment deadlines, other conditions specified in the tender), even though the tender has not yet expired;
   3. The successful tenderer refuses to conclude a procurement contract in accordance with the draft procurement contract contained in these procurement conditions (Annex 3 to the Terms and Conditions of the Procurement). If the contracting authority does not sign the procurement contract before the specified time, the tenderer shall be deemed to have refused to conclude the contract;
   4. The tenderer whose tender has won the procurement shall not, within 10 working days from the date of signature of the contract of procurement, provide a guarantee of fulfilment of the terms of the contract – a security or provide a document guaranteeing the fulfilment of the terms of the contract – a bank guarantee.

**CHAPTER VI**

**PREPARATION, SUBMISSION, AMENDMENT OF TENDERS**

**Requirements for the preparation of tenders**

1. Suppliers are responsible for the careful examination of all procurement documents, i.e. suppliers must assess the procurement object in accordance with the requirements of the technical specification and other requirements of the procurement documents, and assess all possible risks.
2. By submitting a tender, the supplier accepts these procurement documents and confirms that the information contained in its tender is correct and includes everything necessary for the proper execution of the procurement contract.
3. The contracting authority shall require tenders to be submitted only by electronic means using CVP IS. Documents or digital copies of documents submitted shall be accessible using non-discriminatory, universally accessible data file formats (e.g. pdf, jpg, doc, etc.).
4. The contracting authority shall not require that the tender submitted be signed with a qualified electronic signature corresponding to Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJ 2014 L 273, p. 73).
5. The tender must be submitted in Lithuanian. Documents submitted in foreign languages (except English) must be accompanied by a translation into Lithuanian or English, certified by the translator’s signature and, if available, by the seal of the translation bureau. At the request of the contracting authority, the supplier must provide an English translation of the documents into Lithuanian.
6. A supplier (natural or legal person) may submit to the contracting authority only one tender for each part of the same procurement, irrespective of whether it will be an individual supplier or a partner of a group of suppliers (party to the joint venture) at the time of the submission of the tender.
7. The supplier shall bear all the costs associated with the preparation and submission of the tender; the contracting authority shall not be responsible or liable for these costs. The contracting authority will not be liable for or bear these costs, irrespective of how the procurement takes place and ends.
8. **Before the end of the deadline for submission of tenders, the tender submitted by the supplier (for each part of the procurement object) must contain:** 
   1. A power of attorney or other document (e.g. job description) giving the right to sign the supplier’s tender, where the tender is signed not by the head of the legal entity, but by its authorized person;
   2. A completed tender in accordance with the Tender Form (Annex 2 to the Terms and Conditions of the Procurement);
   3. Guarantee of the validity of the tender – a document confirming the payment of a security deposit or a completed tender document in accordance with the tender validation forms (Annex 7 to the Terms and Conditions of the Procurement) in electronic form, submitted in a separate file, signed by the original secure electronic signature of the bank **or** insurance company that issued the tender validity guarantee, in accordance with the requirements of the legislation. The contracting authority must be able to verify the secure electronic signature of the bank or insurance company that issued the tender validity assurance. If the supplier submits a document certifying the validity of the tender issued by the insurance company, the supplier must also provide a signed insurance certificate (policy) and a tax order that the insurance premium for this tender guarantee insurance letter issued has been paid.
   4. A completed and signed ESPA (Annex 7 to the Terms and Conditions of the Procurement). The ESPD must be completed, signed and submitted by the supplier, **each** partner of the supplier group (if the tender is submitted by a group of suppliers), **each** entity on whose capacity the supplier intends to rely, i.e. in order to meet the established qualification requirements;
   5. A joint venture agreement, if the tender is submitted by a group of suppliers;
   6. A completed declaration of compliance with national security requirements (Annex 8 to the Terms and Conditions of the Procurement);
   7. A completed and signed FS-PP form for notification of financial contributions received in the context of public procurement procedures in accordance with Regulation (EU) 2022/2560 (Annex 9 to the Terms and Conditions of the Procurement);
   8. The manufacturer’s declaration certifying the vehicle’s standing passenger comfort index (person/m2) according to the vehicle types offered in the tender (if applicable);
   9. A completed certificate on the number of vehicles offered (Annex No. 12 to the procurement conditions);
   10. Other materials requested in the procurement documents.

**Information on how the price indicated in the tenders is to be calculated and expressed. All taxes must be included in the price**

1. The procurement price indicated in the tender shall be calculated and expressed as specified in Annex 2 to the Terms and Conditions of the Procurement. The calculation of the price must take into account all the quantities (volumes) of the procurement object, the components of the tender price, the requirements of the technical specification (Annex 1 to the Terms and Conditions of the Procurement) and other requirements of the procurement documents, the settlement term provided for in the draft procurement contract and all other requirements of these procurement documents. The price shall include all taxes paid by the supplier and all costs incurred by the supplier in connection with the preparation of the tender and the execution of the procurement contract, including the submission of electronic invoices.
2. In the event that the price indicated in the tender, expressed in figures, does not correspond to the price indicated in words, the price indicated in words[[4]](#footnote-5) shall be considered correct.
3. Rates and prices including all charges must be entered in all tender documents with a level of accuracy up to hundredths of the euro, i.e. rounded to two decimal places.

**Deadline, place and method for submission of tenders**

1. The tender must be submitted to the contracting authority by means of CVP IS at <https://viesiejipirkimai.lt> by **the end of the deadline specified in the contract notice** in Lithuanian time (EET/EEST). Subsequent tenders are unacceptable and not considered. The contracting authority shall not be liable for interruptions in the supply of electricity, CVP IS or for late submission of tenders.
2. Before the deadline for receipt of tenders has elapsed, a tenderer may amend or withdraw its tender by means of CVP IS without losing the right to ensure the validity of the tender, if so requested.

**Date until which the tender is to be valid or the period for which the tender is to be valid**

1. The tender shall be valid for at least 6 months from the end of the time limit for the submission of tenders. If the tender does not specify its expiry date, the tender shall be deemed to be valid for as long as specified in the procurement documents, i.e. 6 months from the end of the deadline for the submission of tenders.

**Information on the fact that the supplier is obliged to indicate whether its tender contains confidential information and which information, in accordance with Part 2 of Article 20 of the Law on Public Procurement, is confidential**

1. The supplier must indicate in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement) whether its tender contains confidential information and which information is confidential in accordance with Part 2 of Article 20 of the Law on Public Procurement. Confidential is also information that, if disclosed, would violate the requirements of the Law on Legal Protection of Personal Data of the Republic of Lithuania.
2. Information shall **not be considered confidential:**
   1. If it would violate the laws establishing the requirements for disclosure or access to information and the implementing legislation of those laws;
   2. If it would infringe the requirements laid down in Articles 33 and 58 and Part 9 of Article 86 of the Law on Public Procurement regarding the publication of the concluded procurement contract, the notification of candidates and tenderers, the successful tenderer’s tender, the procurement contract concluded, the framework contract and the publication of amendments to those contracts, including information on the price of the goods, services or works referred to in the tender (rates), excluding its constituent parts;
   3. The absence of grounds for exclusion of suppliers, compliance with qualification requirements, quality management system standards and environmental management system standards, except for information that would violate the supplier’s obligations under contracts concluded with third parties, where this information is necessary to protect the supplier’s legitimate interests;
   4. Information on the economic entities on whose capacity the supplier relies and sub-suppliers, where this information is necessary to protect the supplier’s legitimate interests.
3. In order for the contracting authority to be able to ensure the confidentiality of the tenderer’s information, the confidential information contained in the tender must be presented in a separate document. The supplier indicates **“confidential”** in the document name or writes the word “Confidential” at the beginning of the sheet, in bold letters on the right side of the upper margin, on each tender sheet containing confidential information. If the supplier does not provide confidential information, such information shall be deemed not to be present in the supplier’s tender.

**Processing of personal data**

1. In accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), if the supplier expresses its wish to participate in the procurement organised by the contracting authority, the contracting authority (data processor) will process the supplier’s personal data necessary in accordance with the legislation governing the legal relations of public procurement on the basis of the fulfilment of legal obligations.
2. Personal data provided directly by suppliers will be processed on the specified grounds.
3. The data provided by the suppliers will be stored within the time limits established by the legislation (Index of Terms for Storage of General Documents approved by. Order No V-100 of the Chief Archivist of Lithuania of 9 March 2011).
4. In fulfilling the obligations provided for in the legislation, we will provide the personal data of suppliers to the Public Procurement Service, CVP IS, courts and other state or municipal authorities.
5. The processing of personal data in the contracting authority is governed by the rules for processing personal data of the Vilnius City Municipal Administration approved by Order No. 30-157/24 of the Director of the contracting authority of 29 January 2024.

**Sub-supply requirements established in accordance with the provisions of Article 88 of the Law on Public Procurement**

1. The contracting authority shall require the tenderer to indicate in its tender (Annex 2 to the Terms and Conditions of the Procurement) for which part of the contract (volume in euro and part in percentage) and which sub-suppliers, if known, it intends to use.

**CHAPTER VII**

**TENDER PRICE ENCRYPTION**

1. The tender submitted by the supplier can be encrypted. The supplier, who decides to submit an encrypted tender, must:
   1. **By the end of the deadline for the submission of tenders**, submit an encrypted tender using CVP IS tools (the entire tender or the tender document containing the tender price shall be encrypted). Information on tender encryption and instructions on how to encrypt a tender for the supplier can be found

<https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf>;

* 1. **Within 30 minutes of the expiry of the time limit for the submission of tenders, by means of CVP IS correspondence,** shall provide a password with which the contracting authority will be able to decrypt the tender submitted. In the event of technical problems of CVP IS, where the supplier does not have the possibility to provide the password by the means of CVP IS correspondence, the supplier has the right to provide the password by other means of its choice: by official e-mail or in writing by the contracting authority. In this case, the supplier should be proactive and ensure that the provided password reached the addressee in a timely manner (for example, by contacting the contracting authority by its official telephone and/or by other means). It is also recommended for the supplier to check whether the received password has been uploaded to the system by the contracting authority using CVP IS correspondence tools.

1. If the supplier encrypts the entire tender and fails to provide a password (due to its own fault) within 30 minutes of the expiry of the time limit for the submission of bids or the provision of an incorrect password which could not have been used by the contracting authority to decrypt the bid, the contracting authority shall follow the following rules when evaluating bids:
   1. If, due to this circumstance, the contracting authority cannot decrypt the bid and familiarize itself with any document of the supplier’s bid - the supplier’s bid is deemed not submitted and is not evaluated;
   2. If part of the bid documents submitted are not encrypted and the documents have already been evaluated or can be decrypted and evaluated - the contracting authority rejects the supplier’s bid as not meeting the requirements set out in the procurement documents (the supplier did not submit the price of the bid);
   3. If initial and final bids are submitted during the procurement and the procurement documents indicate that if the supplier does not submit a final bid, the initial offer is evaluated as the final offer, the supplier’s offer is not rejected, but is considered as the information provided in the initial offer (including corrections and/or additions made during negotiations, if such are made).

**CHAPTER VIII**

**Ways in which suppliers can request explanations of procurement documents, find out whether the contracting authority intends to hold a meeting with suppliers on this matter, as well as ways in which the contracting authority may explain (clarify) the procurement documents on its own initiative**

1. Queries and answers from contracting authorities and suppliers to each other during public procurement procedures shall be in Lithuanian. Explanations or clarifications shall be published in CVP IS and sent to all suppliers involved in the procurement, without specifying from whom the request was received.
2. Suppliers may submit their requests for additional information relating to the procurement documents no later than 10 days before the end of the time limit for the submission of tenders.
3. Where additional information relating to the procurement documents is requested in good time, the contracting authority shall make it available to all suppliers no later than 6 days before the expiry of the time limit for the submission of tenders.
4. Where information published in procurement notices is corrected, notices of correction of errors shall be published in accordance with the procedure laid down in Article 34 of the Law on Public Procurement.
5. The contracting authority does not intend to hold meetings with suppliers on procurement documents.
6. The contracting authority may, on its own initiative, clarify (revise) the procurement documents no later than 6 days before the expiry of the time limit for the submission of tenders. In the event that the contracting authority fails to prepare and publish a reply in time, the deadline for the submission of tenders will be postponed and suppliers will be informed accordingly.

**CHAPTER IX**

**PROCEDURES FOR CONSULTATION AND EXAMINATION OF TENDERS**

1. Suppliers shall not participate in the procedures for examining, evaluating and comparing tenders submitted by electronic means.

**Date of familiarization with the tenders**

1. Acquaintance with the received tenders will be on the date indicated in the announcement of the procurement.
2. Given that tenders are submitted by electronic means, the results of the tendering procedure established by the Protocol will not be communicated to the tenderers (tenderers) who so request.

**Criteria and conditions for the evaluation of tenders**

1. The Commission shall reject the tender if:
   1. The tenderer does not extend the validity of the tender at the request of the contracting authority;
   2. The tender does not meet the requirements, conditions and criteria set out in the procurement documents;
   3. The tenderer must be removed in accordance with the provisions of Article 46 of the Law on Public Procurement;
   4. The tenderer does not meet at least one of the qualification requirements set out in the procurement documents and/or, where applicable, the standard of the quality management system and the environmental management system;
   5. The tenderer has failed to provide, clarify, supplement or explain the information within the time limit set by the contracting authority;
   6. The price offered exceeds the procurement funds fixed by the contracting authority before the opening of the procurement procedure;
   7. The tender indicates an abnormally low price and the tenderer fails to provide adequate evidence of the reasonableness of the proposed abnormally low price;
   8. The tender with an abnormally low price does not comply with the environmental, social and labour law obligations referred to in Clause 2 of Part 2 of Article 17 of the Law on Public Procurement;
   9. The circumstances referred to in Part 1 of Article 5k of the Regulation exist and the exception provided for in Part 2 of Article 5k of the Regulation does not apply;
   10. At least one of the conditions or parts of the condition specified in Section National security requirements of Part 21 of Article 45 of the Law on Public Procurement of Chapter III of the procurement conditions is present;
   11. The Government of the Republic of Lithuania has passed a decision confirming that the intended transaction does not meet the interests of national security in accordance with the Law on the Protection of Objects Important for Ensuring National Security;
   12. The circumstances set out in Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market exist and/or the European Commission adopts a decision declaring the tender ineligible;
   13. The goods or services pose a threat to national security;
   14. The tenderer who explains its tender actually submits a new tender, i.e. i.e. makes a fundamental change to the tender (e.g. the price(s) of the tender is changed, an unsuitable tender becomes suitable, the proposed procurement object is changed, etc.);
   15. The participant has submitted a bid for more than 2 (two) parts of the procurement object and according to the results of the evaluation of the bids, it is determined to be the winner in the maximum (two parts) number of parts of the procurement object (in the remaining parts, such a bid is rejected);
   16. The participant did not justify the number of vehicles specified in Annex No. 12 to the procurement conditions at the request of the contracting authority.
2. The contracting authority may not evaluate the whole tender if, after examining a part of it, it finds that the tender must be rejected.
3. In this procurement, the most economically advantageous tender in each part of the procurement object will be selected according to the price-quality ratio. The most economically advantageous tender for each part of the procurement object is selected in the following order:
   1. **Criteria for evaluating tenders:**

|  |  |
| --- | --- |
| **Evaluation criteria** | **Comparative weight of the criterion in the evaluation of economic utility** |
| Criterion 1 – Price *(C)* | X=91 |
| Criterion 2 – Deadlines of the preparation for the service provision phase (T1) | Y1=5 |
| Criterion 3 – Passenger comfort indicator (T2) | Y2=1 |
| Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3) | Y₃=1 |
| Criterion 5 – Employees employed in the provision of passenger transport services who have newly acquired driving rights of categories D (T4) | Y4=2 |

* + 1. **The economic utility (S) is calculated by summing the points of the supplier’s tender price C and other criteria (T):**

.

* + 1. **The tender price points (C) are calculated by multiplying the ratio of the lowest tender price (Cmin) to the estimated tender price (Cp) by the price reference weight (X):**

.

* + 1. **Criterion (T) scores are calculated by summing the scores of the individual criteria (Ti):**

.

* + 1. **The scores of the second criterion (T1) – the scores for the deadlines of the preparation for the service provision phase (T1)** are assigned in the following manner:

**Ist part of the procurement object**

|  |  |
| --- | --- |
| **Deadlines for the preparation for the provision of services (T1)** | **Economic utility scores that will be assigned to this criterion** |
| **No more than within 455 calendar days** from the date of entry into force of the procurement contract. | 5 |
| **No more than within 697 calendar days** from the date of entry into force of the procurement contract. | 0 |

**IInd part of the procurement object**

|  |  |
| --- | --- |
| **Deadlines for the preparation for the provision of services (T1)** | **Economic utility scores that will be assigned to this criterion** |
| **No more than within 546 calendar days** from the date of entry into force of the procurement contract. | 5 |
| **No more than within 791 calendar days** from the date of entry into force of the procurement contract. | 0 |

**IIIrd part of the procurement object**

|  |  |
| --- | --- |
| **Deadlines for the preparation for the provision of services (T1)** | **Economic utility scores that will be assigned to this criterion** |
| **No more than within 546 calendar days** from the date of entry into force of the procurement contract. | 5 |
| **No more than within 730 calendar days** from the date of entry into force of the procurement contract. | 0 |

**IV th part of the procurement object**

|  |  |
| --- | --- |
| **Deadlines for the preparation for the provision of services (T1)** | **Economic utility scores that will be assigned to this criterion** |
| **No more than within 455 calendar days** from the date of entry into force of the procurement contract. | 5 |
| **No more than within 638 calendar days** from the date of entry into force of the procurement contract. | 0 |

* + - 1. The terms for the provision of services specified in the tender (Annex 2 to the Terms and Conditions of the Procurement) may not be longer than those specified in clause 13 of the procurement documents. For suppliers who do not specify a deadline for the start of the provision of services, the commencement of services will be considered the readiness for provision of services on the maximum dates specified in the procurement documents and the criterion **Deadlines of the preparation for the service provision phase** **(T1)** will be assigned 0 points.
    1. **The third criterion, the comfort indicator for standing passengers (pers./m2) (T2)**, shall be assigned in the following order:

|  |  |
| --- | --- |
| Indicator of the comfort capacity of the vehicle offered by the supplier (T2) | **Economic utility scores that will be assigned to this criterion** |
| The number of passenger parking spaces of the vehicle is not more than 4 persons/m2 | 1 |
| The number of passenger parking spaces of the vehicle is more than 4 persons/m2 | 0 |

102.1.5.1. The requirement must be met by all vehicles specified in the supplier’s tender. If not all vehicles offered by the Supplier meet the requirement, **the criterion of comfort of standing passengers (pers./m2) (T2),** will be assigned 0 points during the evaluation of tenders.

102.1.5.2. The supplier shall, together with the tender, submit a declaration from the vehicle manufacturer confirming the comfort indicators for standing passengers according to the types of vehicles covered by the tender. The area reserved for standing passengers shall be calculated in accordance with Clause 7.2.2.2. of Regulation No. 107 of the United Nations Economic Commission for Europe (UNECE) “Uniform provisions concerning the approval of vehicles of category M2 or M3 with regard to their general construction” [2015/922].

102.1.5.3. If the supplier indicates more than one obligation in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement) or does not indicate a single obligation, or does not submit a declaration by the vehicle manufacturer together with the offer, the number of passenger parking spaces for vehicles offered for the provision of Services shall be deemed to be more than 4 persons/m2 and 0 points will be awarded for this.

* + 1. **Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3)** scores are awarded in the following order:

|  |  |
| --- | --- |
| **Supplier uses green electricity to provide passenger transport service (T3)** | **Economic utility scores that will be assigned to this criterion** |
| It uses 100% for the provision of services. Green electricity | 1 |
| Green electricity is not used for the provision of services | 0 |

* + - 1. The Criterion 4 is that the supplier uses green electricity for the provision of passenger transport services (T3). **The scores are assigned directly according to the values given in the table in clause** 110.1.6. When submitting a tender, the supplier shall indicate in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement) the selected value of the criterion that it undertakes to comply with in the execution of the procurement contract(s). If the Supplier indicates more than one obligation or does not indicate a single obligation in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement), it will be considered that Green Electricity is not used for the provision of Services and 0 points will be awarded for this.
    1. **Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) –** points are awarded in the following order:

|  |  |
| --- | --- |
| **Employees employed in the provision of passenger transport services newly acquired driving rights of categories D (T4)** | **Economic utility scores that will be assigned to this criterion** |
| The number of working hours of drivers providing passenger transport services with the newly acquired D category driver’s license for the performance of this contract during each reporting period\*\* of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 24 % | 2 |
| The number of working hours of drivers providing passenger transport services with the newly acquired D category driver’s license for the performance of this contract during each reporting period\*\* of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 12 % | 1 |
| The number of working hours of drivers providing passenger transport services with the newly acquired D category driver’s license for the performance of this contract during each reporting period\*\* of the total number of hours worked by all drivers during the performance of this contract during each reporting period is less than 12 % | 0 |

\* the definition of the driver, who has newly acquired category D driver’s license is provided for in the draft contract.

\*\* The first reporting period is from the beginning of the service provision to the end of the calendar year, the subsequent reporting periods match the calendar year, the last reporting period is from the beginning of the calendar year to the end of the service provision.

* + - 1. **Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) –** points are awarded according to the values indicated in the table in paragraph 110.1.7. The description of the categories of the driver’s license D is given in the Law of the Republic of Lithuania on Safe Road Traffic and must comply with the requirements imposed on them. When submitting a tender, the supplier shall indicate in the Bid Form (Annex 2 to the Terms and Conditions of the Procurement) the selected value of the criterion that it undertakes to comply with in the execution of the procurement contract (s). If the Supplier indicates more than one obligation or does not indicate a single obligation in the Tender Form (Annex 2 to the Terms and Conditions of the Procurement), it will be deemed that the Supplier will not have drivers who have newly acquired category D driver’s license for the provision of Services or the number of working hours of such drivers during the reporting period will be less than 12 % of the total number of hours worked by all drivers in the performance of this contract during each reporting period and 0 points will be awarded for this.
    1. The economic utility scores collected by the tenderers will be recalculated if the tender of the tenderer whose value of the parameter established at the time of procurement was the best and with which the values of the parameters of the other tenderers were compared:
       1. Is rejected;
       2. The tenderer withdraws its bid;
       3. The tenderer refuses to conclude a procurement contract;
       4. The tenderer fails to provide a document confirming the execution of the contract specified in the procurement documents (if required) or fails to comply with other conditions for its entry into force set out in the procurement contract.
    2. Criteria scores shall be rounded to 2 (two) decimal places.

1. In cases where the economic utility of the tenders of several tenderers is the same, when determining the order of tenders, the tenderer whose tender was submitted at the earliest shall be entered first in that queue.
2. The number of vehicles expected by suppliers to perform the contract (specified in Annex No. 12 to the procurement conditions) is assessed by the contracting authority in the initial stage of bid evaluation. If the contracting authority has doubts regarding the sufficiency of the number of vehicles specified by the supplier, it contacts the participant, who must provide the justification for the said number within the set deadline.

**Information that the prices quoted in the tenders will be valued in euro**

1. Tenders will be evaluated in euros. If the bids are quoted in foreign currency, they shall be converted into euro in accordance with the indicative euro to foreign currency ratio published by the European Central Bank and, in cases where the indicative euro-foreign exchange ratio is not published by the European Central Bank, in accordance with the indicative euro-foreign exchange ratio established and published by the Bank of Lithuania on the last day of the time limit for the submission of tenders.

**CHAPTER X**

**Terms and Conditions of the Procurement contract and/or draft procurement contract proposed by the contracting authority to the parties**

1. The contracting authority may decide not to conclude a procurement contract with the supplier which has submitted the most economically advantageous tender if it appears that the tender does not comply with the environmental, social and labour law obligations referred to in Clause 2 of Part 2 of Article of the Law on Public Procurement.
2. The draft procurement contract is set out in Annex 3 to the Terms and Conditions of the Procurement. The terms of the draft procurement contract of procurement are binding on the tenderers of this procurement and will not be changed when concluding a procurement contract with the winner. The currency of the procurement contract is EUR. If the tender price of the successful tenderer is quoted in foreign currency, the tender price in the contract of procurement will be converted into euro in accordance with the indicative euro/foreign currency ratio published by the European Central Bank, and in cases where the indicative euro-foreign exchange ratio is not published by the European Central Bank, as determined by the Bank of Lithuania the indicative euro to foreign currency ratio to be published and published on the last day of the time limit for the submission of tenders.
3. If a tenderer who has been offered to conclude a contract refuses to conclude it in writing or does not sign the contract by the time specified by the contracting authority, or refuses to conclude a contract under the conditions laid down in the Law on Public Procurement and the procurement documents, it shall be deemed to have refused to conclude the contract. In that case, if the supplier fails to provide a document confirming the execution of the contract specified in the procurement documents before the deadline specified by the contracting authority (if required) or fails to comply with the other conditions laid down in the procurement contract for its entry into force, the contracting authority shall offer the award of the contract to the tenderer whose tender in accordance with the established series of tenders is the first after a tenderer who refused to conclude a procurement contract, failed to provide an assurance of the execution of the procurement contract (if required) or failed to perform the procurement contract of others the conditions of entry into force, provided that the tender is not rejected.
4. During the execution of the procurement contract, invoices shall be accepted and processed in accordance with Part 4 of Article 6 of the Law on Financial Accounting of the Republic of Lithuania, except for the cases specified in Part 12 of Article 22 of the Law on Public Procurement.
5. The following methods of calculating the price are chosen for the procurement contract and for possible changes to this procurement contract: a fixed price and reimbursement of the costs of performing the contract. The reimbursement pricing applies to the services for evacuation by means of vehicles, where the actual electricity costs incurred during the provision of the service for evacuation by means of vehicles are reimbursed. Expenses actually incurred may not include the profit of the supplier;
6. Upon conclusion of the Contract, but no later than the commencement of execution of the contract, the Supplier undertakes to inform the Contracting authority of the names, contact details and representatives of the subcontractors known at that time. The Client shall also require the Supplier to keep the Contracting authority informed of changes to the above information throughout the execution of the contract, as well as of new subcontractors it intends to use subsequently.
7. The possibility of direct settlement with the sub-supplier(s) is provided for in the draft procurement contract (Annex 3 to the Terms and Conditions of the Procurement).
8. The procurement contract may be amended during its period of validity without carrying out a new procurement procedure in accordance with Article 89 of the Law on Public Procurement.
9. The cases and procedure for changing the vehicles and/or their components required for the provision of services are determined in the draft procurement agreement (Annex No. 3 to the procurement conditions).

**Requirements to ensure the execution of the procurement contract**

1. The procurement contract for each part of the procurement part will be secured by the inaccuracies indicated in it.
2. The contracting authority shall also require that, for the period of supply of goods (provision of services, performance of works), the execution of the contract of procurement is ensured in one of the following ways:
   1. Deposit, by transferring it within 10 working days from the date of signing the procurement contract to the accounts of the Vilnius City Municipality Administration (code 188710061) LT 077180 3000 0113 0388 AB Šiaulių Bankas, or LT50 4010 0424 0394 3983 Luminor Bank AS in the Lithuanian branch bank. Where the tender has been secured by security, the amount of the security shall remain transferred to ensure the execution of the contract and the difference between the performance of the terms of the contract and the validity of the tender shall be additionally transferred.
   2. Unconditional and irrevocable bank guarantee (hereinafter referred to as “guarantee”);
   3. Unconditional and irrevocable surety insurance by an insurance company (hereinafter referred to as “surety insurance”).
   4. The performance guarantee must be issued by: (a) a bank or insurance company licensed in the European Union; or (b) a bank or insurance company from a third country which, at the date of issue of the guarantee, must hold an investment grade rating approved by at least one international rating agency with an investment grade rating of at least: Standard & Poor’s – “A-”, Fitch – “A-”, Moody’s – “A3” or equivalent; the rating must be met by the bank or insurance company that issued the collateral or the group of companies to which they belong;
3. The form of a guarantee of fulfilment of the terms of the procurement contract and the letter of guarantee of surety is given in Annex 5 to the Terms and Conditions of the Procurement.
4. The amount of the first demand deposit, guarantee, surety insurance is set **for each part of the procurement object**. When providing a contract performance guarantee for several parts at once, the amount of the contract performance guarantee (collateral/bank guarantee) is summed up:

|  |  |
| --- | --- |
| **Part of the procurement object** | **Amount of security deposit/bank guarantee required to ensure the validity of the procurement contract, EUR** |
| 1 | EUR 1,620,000 |
| 2 | EUR 740,000 |
| 3 | EUR 840,000 |
| 4 | EUR 1,850,000 |

1. If the contracting authority avails itself of the guarantee of fulfilment of the terms of the procurement contract, the supplier must, within 10 working days, pay a new security or provide a new bank guarantee for the amount specified in the clause **126**, to the contracting authority in order to continue to fulfil the obligations of the procurement contract. Subsequent amendments or additions to the procurement contract or other documents relating to it will not affect the enforceability or scope of the supplier’s obligations under the terms of the procurement contract by way of security, bank guarantee or surety insurance and will not relieve the tenderer from the full performance of the obligations under the terms of the procurement contract by security, guarantee or surety Execution.
2. The following requirements are imposed on the tenderer and the guarantor (bank and insurance company) for the provision of a guarantee of fulfilment of the terms of the procurement contract (surety insurance), its content and form:
   1. The tenderer whose tender is recognized as successful shall, within 10 working days from the date of signing the procurement contract, provide the contracting authority with the requirements of the legislation of the Republic of Lithuania, an unconditional and irrevocable guarantee of fulfilment of the terms of the procurement contract (surety insurance) of the bank or insurance company, signed in a secure electronic form with a signature. If the tenderer submits a document confirming the validity of the execution of the terms of the procurement contract issued by the insurance company, then together with the letter of assurance of the fulfilment of the terms of the procurement contract, the tenderer must provide the original of the insurance certificate (policy) signed with a secure electronic signature and a copy of the tax order that the insurance premium is paid payment has been made for this issued guarantee of the fulfilment of the terms of the procurement contract;
   2. The term of validity of the first demand guarantee (surety insurance) for each part of the procurement object: The carrier must provide a contract performance guarantee and ensure the uninterrupted validity of the contract performance guarantee for at least the period of preparation for the provision of public passenger transport services and the provision of public passenger transport services and for 2 (two) months after the end of this period. If the Carrier is not notified of the termination of this Contract, the Carrier must extend the validity of the performance security for a period of 3 (three) years (36 months) for the provision of public passenger transportation services at least one month before the expiration of the performance security and 2 (two) month period after the expiration of this deadline;
   3. Subject of the guarantee (surety insurance): material violations of the terms of the procurement contract and/or other cases provided for in the terms of the contract;
   4. Terms and procedure for payment of the amount of the guarantee (surety insurance): within 10 working days from the first written notification of the contracting authority to the guarantor about the material violation (s) of the terms of the procurement contract and/or other cases provided for in the special terms of the contract. The Guarantor shall not be entitled to require the Contracting authority to substantiate its claim. The contracting authority shall indicate in the notification to the guarantor that the amount of the guarantee (guarantee insurance) is due to the supplier’s breach of the essential clause (s) of the procurement contract and/or other cases provided for in the special terms of the contract.

**CHAPTER XI**

**Information on the application of the postponement period, the procedure for resolving disputes**

1. The contract must be concluded immediately, but not earlier than the expiry of the grace period, which may not be less than 10 days, and if the notice of the decision to determine the successful tender has not been sent by electronic means, it may not be less than 15 days. The deferral period may be waived when:
   1. The only interested tenderer is the one with whom the procurement contract or the framework contract is concluded and there are no interested candidates;
   2. The contract is concluded on the basis of a dynamic purchasing system or on the basis of a framework contract;
   3. The procurement contract is concluded orally;
   4. The procurement is carried out in the cases set out in Part 3 of Article 72 of the Law on Public Procurement.
2. Dispute settlement, compensation for damages, declaration of invalidity of the procurement contract, alternative sanctions are regulated in Chapter VII of the Law on Public Procurement.

**CHAPTER XII**

**FINAL PROVISIONS**

1. Procurement procedures not described in the procurement documents shall be carried out in accordance with the provisions of the Law on Public Procurement and its implementing legislation.
2. If there are contradictions or inconsistencies between the procurement conditions in Lithuanian and English, the information specified in the procurement conditions in Lithuanian is considered correct.
3. The Annexes to the Terms and Conditions of the Procurement are an integral part of these procurement documents.
4. Documents confirming the absence of grounds for exclusion of the foreign supplier, compliance with the qualification requirements, and, if applicable, the required standards of the quality management system and/or environmental protection management system, are legalized in accordance with Resolution No. 1079 of the Government of the Republic of Lithuania "On the approval of the description of document legalization and certification (Apostille) procedure" of 30 October 2006 and 05 October 1961 The Hague Convention on the abolition of legalization of documents issued in foreign countries, except in cases where according to the international treaties of the Republic of Lithuania or the legislation of the European Union, the document is exempted from the legalization and/or confirmation certificate (Apostille).

**Information about the verification**

1. If a verification of compliance with national security interests is carried out at the time of procurement, the supplier will have to provide the necessary documentation for such verification.

**Names, surnames, contact details of public servants or employees of the contracting authority or members of the Commission (one or more) authorised to liaise directly with suppliers and to receive communications from them (other than intermediaries) in relation to procurement procedures**

1. Representatives of the contracting authority authorised to liaise directly with and receive communications from suppliers (other than intermediaries) in relation to procurement procedures:
   1. On technical matters, *position, name, surname..., Konstitucijos pr. 3, Vilnius;*
   2. On matters of public procurement procedures, Chief Specialist of the Document Preparation Division of the Procurement *name, surname*..., Konstitucijos pr. 3, Vilnius.

\_\_\_\_\_\_\_\_\_\_\_

Annex 1 to the Terms and Conditions of the Procurement

**TECHNICAL SPECIFICATION**

*[Attached in a separate document]*

Annex 2.1 to the Terms and Conditions of the Procurement

(Tender Form)

**TENDER**

\_\_\_/\_\_\_/20\_\_\_

**PART 1 OF THE PROCUREMENT OBJECT**

**passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities and services for evacuation by means of vehicles**

Information about the participant

|  |  |
| --- | --- |
| Name(s) and legal entity code(s), natural person business certificate number, etc. of the participant (each partner of the supplier group). |  |
| Country(ies) and address(es) of registration of the Participant (each partner of the supplier group) and, if a natural person, country of permanent residence, address, and nationality(ies) |  |
| Does the participant (each partner of the supplier group) have controlling person(s)[[5]](#footnote-6)?  (specified for each partner of the supplier group separately)  If not, a justification is provided *(e.g. no person of the participant (legal entity) directly or indirectly, or together with related persons, controls more than 50 % of shares, stocks, parts, contributions and (and) votes in the meeting of participants of the legal entity (participating company)* | [name]  ☐ Yes  ☐ No [justification]  [name]  Yes  No [justification] |
| Name(s) of person(s) controlling the Participant (each partner of the supplier group) (in case the controlling person(s) is a legal entity(ies), or name(s) and last name(s) (if the controlling person is a natural person)[[6]](#footnote-7) |  |
| Country(ies) of registration (in case the controlling person is a legal entity) or country of permanent residence and nationality(ies) of the controlling person(s) of the Participant (each supplier group partner) (in case controlling person is a natural person) |  |
| The person authorized by the participant (partners of the supplier group) to sign the bid |  |
| The person authorized by the participant (partners of the supplier group) to communicate on the issues of the submitted bid |  |
| Name(s) and last name(s) of the manager of the participant (each partner of the supplier group) |  |
| Name(s) and last name(s) of the person(s) with the right to draw up and sign financial accounting documents of the participant (each partner of the supplier group)[[7]](#footnote-8) |  |
| Names and last names of members of the management (supervisory board), supervisory body (board) of the participant (each partner of the supplier group) or other persons who have the right to represent or control the participant (each partner of the supplier group), make a decision on his behalf, and conclude a transaction |  |

Known sub-suppliers that will be used in the performance of the procurement contract and whose capacity is not relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-supplier‘s name, legal entity code, Natural Person‘s business certificate No., etc |  |  |  |
| Sub-supplier‘s country of registration, in case of Natrual Person – Country, address and citizenship(s) of permanent residence |  |  |  |
| Name(s) or name(s) and last name(s) of the person(s) controlling the sub-supplier. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the sub-supplier |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the sub-supplier |  |  |  |

Other economic entities, whose capacities are relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Status of the business entity used: sub-supplier; entity used for compliance of financial and economic capacity; an entity: a quasi-sub-supplier used for technical capacity compliance |  |  |  |
| Business entity name, legal entity code, natural person business certificate number, etc. |  |  |  |
| Country of registration of the business entity and, in case of a natural person, country of permanent residence, address and nationality(ies) |  |  |  |
| Name(s) or name(s) of the person(s) controlling the business entity. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the business entity |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the business entity |  |  |  |

We note that we agree with all the conditions of the procurement documents.

We give a description of the criteria for the quantity of the proposed procurement object:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quantity criteria (specify** *all criteria except price*) | **Significance of the indicators of the proposed criteria** |
| 1. | Criterion 2 – Deadlines of the preparation for the service provision phase (T1) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **No more than within 455 calendar days** from the date of entry into force of the procurement contract - ☐  **No more than within 697 calendar days** from the date of entry into force of the procurement contract - ☐  (Note. If the supplier indicates (marks) several obligations in the bid form (Annex No. 2.1 of the procurement conditions), then the obligation with a lower value will be considered (the supplier indicated a longer term for the phase of preparation for the provision of services). If the supplier does not specify the chosen obligation in the bid form (in Annex No. 2.1 of the procurement conditions), this economic evaluation criterion will be given 0 points) |
| 2. | Criterion 3 – Passenger comfort indicator (T2) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **The area of passenger standing place in the vehicle is no larger than 4 persons/m2** - ☐  **The area of passenger standing place in the vehicle is larger than 4 persons/m2** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not indicate any of the obligations, or does not submit the vehicle manufacturer’s declaration together with the bid, it will be considered that the area of passenger standing place in the vehicle is larger than 4 persons/m2 and will be given 0 points) |
| 3. | Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **Uses 100% of green energy for the provision of services** - ☐  **Green energy is not used for the provision of services** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not indicate any obligation, it will be considered that he does not use green energy for the provision of Services and 0 points will be given for this.) |
| 4. | Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 24% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 12% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is less than 12% - ☐  (Note. If the supplier specifies more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not specify a single obligation, it will be considered that the Supplier will not have drivers with newly acquired category D driver’s license for the provision of Services or the number of working hours of such drivers during the reporting period will be less than 12% of the total number of hours worked by all drivers under this contract during each reporting period and will be given 0 points) |

We offer the following rates for Part 1 of the procurement object:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | | **Unit of measurement** | **Rate per unit, in EUR excluding VAT** | | **Maximum route mileage for the entire duration of the procurement contract with all possible term of service provision extensions (km) for the type** | **Price of the service, EUR without VAT**  **(6=4\*5)** |
| *1* | *2* | | *3* | *4* | | *5* | *6* |
| **1.** | **Passenger transport service (in the case of low-capacity buses (LCB)** | | km | */to be completed by tenderer/* | | 9,620,000 | */to be completed by tenderer/* |
| ***1.1.*** | ***Components of the cost price (included in the rate):*** | | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | | |
| *1.1.1.* | *Wage cost component* | *Between 60 and 70%.* | | | */to be completed by tenderer/* | | |
| *1.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%.* | | | */to be completed by tenderer/* | | |
| *1.1.3.* | *Component of other costs* | *Between 5 and 20%.* | | | */to be completed by tenderer/* | | |
| *1.1.4.* | *Investment cost component* | *Between 15 and 30%.* | | | */to be completed by tenderer/* | | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by tenderer/* | | |
| **2.** | **Passenger transport service (in the case of transport by midi buses)** | | km | */to be completed by tenderer/* | | 116,480,000 | */to be completed by tenderer/* |
| ***2.1.*** | ***Components of the cost price:*** | | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | | |
| *2.1.1.* | *Wage cost component* | *Between 60 and 70%.* | | | */to be completed by tenderer/* | | |
| *2.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%.* | | | */to be completed by Tenderer/* | | |
| *2.1.3.* | *Component of other costs* | *Between 5 and 20%.* | | | */to be completed by Tenderer/* | | |
| *2.1.4.* | *Investment cost component* | *Between 15 and 30%.* | | | */to be completed by Tenderer/* | | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | | |
| **Total approximate price of the tender in EUR excluding VAT:** | | | | | | |  |
| **VAT consists of (9%):** | | | | | | |  |
| **Total approximate price of the tender in EUR with VAT:** | | | | | | |  |

The price includes all taxes paid by the supplier and all costs incurred by the supplier in connection with the preparation of the tender and the execution of the procurement contract.

*In cases where, according to the legislation in force, the tenderer does not need to pay VAT, it shall indicate the total price of the tender excluding VAT and the reasons for not paying VAT.*

The proposed procurement object fully complies with the requirements specified in the procurement documents.

The bid shall be accompanied by the following documents:

|  |  |
| --- | --- |
| **No.** | **Titles of documents** |
| 1. | Completed and signed ESDP. |
| 2. | Documents to ensure the validity of the tender |
| 3. | Completed declaration of conformity with national security requirements (Annex 8 to the Terms and Conditions of the Procurement) |
| 4. | Vehicle manufacturer’s declaration confirming the vehicle’s standing passenger comfort index (pers./m2) according to the types of vehicles submitted in the tender (if applicable) |
| 5. | FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560 (Annex 9 to the Terms and Conditions of the Procurement) |
| 6. | Certificate on the number of vehicles (Annex No. 12 to the procurement conditions) |
| … |  |

This bid contains confidential information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of submitted document** | **Confidential information contained in the document[[8]](#footnote-9) (the part of the document/page containing the confidential information is indicated)** | **Justification of the confidential information (clarifies the basis on which the specified document or part thereof is confidential)** |
|  | ... |  |  |
|  | ... |  |  |
|  | ... |  |  |

We guarantee the validity of the tender under the conditions specified in the procurement documents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(specify the method, conditions and amount of the guarantee)*

We declare that neither during the submission of the bid, nor during the performance of the procurement contract, the participant (each partner of the supplier group), the persons used by him (suppliers, economic entities whose capacities are relied upon), the services offered by the participant and entities providing them, as well as persons controlling the participant and all specified entities do not and will not pose a threat to national security, as defined in Part 21 of Article 45 of the Law on Public Procurement.

We declare that the participant (each partner of the supplier group), the sub-supplier (in cases where the share of the value of the procurement contract performed by him is greater than 10%) and another business entity whose capabilities are relied upon (in cases where the share of the value of the procurement contract performed by him is more than 10%) are not:

a) Russian citizen, natural or legal person, entity or organization established in Russia;

b) a legal person, entity or organization in which more than 50% ownership rights directly or indirectly belong to the entity referred to in point a);

c) a natural or legal person, entity or organization acting on behalf of or at the direction of the entity referred to in point a) or b).

If the qualification for the right to engage in the relevant activity has not been checked or has not been fully verified, we undertake to the contracting authority that the procurement contract will be executed only by persons who have such a right.

The tender is valid until the end of the period specified in the procurement documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Tenderer or authorised person signature Name and surname*

Annex 2.2 to the Terms and Conditions of the Procurement

(Tender Form)

**TENDER**

\_\_\_/\_\_\_/20\_\_\_

**PART 2 OF THE PROCUREMENT OBJECT**

**passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities and services for evacuation by means of vehicles**

Information about the participant

|  |  |
| --- | --- |
| Name(s) and legal entity code(s), natural person business certificate number, etc. of the participant (each partner of the supplier group). |  |
| Country(ies) and address(es) of registration of the Participant (each partner of the supplier group) and, if a natural person, country of permanent residence, address, and nationality(ies) |  |
| Does the participant (each partner of the supplier group) have controlling person(s)[[9]](#footnote-10)?  (specified for each partner of the supplier group separately)  If not, a justification is provided *(e.g. no person of the participant (legal entity) directly or indirectly, or together with related persons, controls more than 50 % of shares, stocks, parts, contributions and (and) votes in the meeting of participants of the legal entity (participating company)* | [name]  ☐ Yeso [justification]  [name]  Yes  No [justification] |
| Name(s) of person(s) controlling the Participant (each partner of the supplier group) (in case the controlling person(s) is a legal entity(ies), or name(s) and last name(s) (if the controlling person is a natural person)[[10]](#footnote-11) |  |
| Country(ies) of registration (in case the controlling person is a legal entity) or country of permanent residence and nationality(ies) of the controlling person(s) of the Participant (each supplier group partner) (in case controlling person is a natural person) |  |
| The person authorized by the participant (partners of the supplier group) to sign the bid |  |
| The person authorized by the participant (partners of the supplier group) to communicate on the issues of the submitted bid |  |
| Name(s) and last name(s) of the manager of the participant (each partner of the supplier group) |  |
| Name(s) and last name(s) of the person(s) with the right to draw up and sign financial accounting documents of the participant (each partner of the supplier group)[[11]](#footnote-12) |  |
| Names and last names of members of the management (supervisory board), supervisory body (board) of the participant (each partner of the supplier group) or other persons who have the right to represent or control the participant (each partner of the supplier group), make a decision on his behalf, and conclude a transaction |  |

Known sub-suppliers that will be used in the performance of the procurement contract and whose capacity is not relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-supplier‘s name, legal entity code, Natural Person‘s business certificate No., etc |  |  |  |
| Sub-supplier‘s country of registration, in case of Natrual Person – Country, address and citizenship(s) of permanent residence |  |  |  |
| Name(s) or name(s) and last name(s) of the person(s) controlling the sub-supplier. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the sub-supplier |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the sub-supplier |  |  |  |

Other economic entities, whose capacities are relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Status of the business entity used: sub-supplier; entity used for compliance of financial and economic capacity; an entity: a quasi-sub-supplier used for technical capacity compliance |  |  |  |
| Business entity name, legal entity code, natural person business certificate number, etc. |  |  |  |
| Country of registration of the business entity and, in case of a natural person, country of permanent residence, address and nationality(ies) |  |  |  |
| Name(s) or name(s) of the person(s) controlling the business entity. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the business entity |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the business entity |  |  |  |

We note that we agree with all the conditions of the procurement documents.

We give a description of the criteria for the quantity of the proposed procurement object:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quantity criteria** *(specify all criteria except price)* | **Significance of the indicators of the proposed criteria** |
| 1. | Criterion 2 – Deadlines of the preparation for the service provision phase (T1) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **No more than within 546 calendar days** from the date of entry into force of the procurement contract - ☐  **No more than within 791 calendar days** from the date of entry into force of the procurement contract - ☐  (Note. If the supplier indicates (marks) several obligations in the bid form (Annex No. 2.2 of the procurement conditions), then the obligation with a lower value will be considered (the supplier indicated a longer term for the phase of preparation for the provision of services). If the supplier does not specify the chosen obligation in the bid form (in Annex No. 2.2 of the procurement conditions), this economic evaluation criterion will be given 0 points) |
| 2. | Criterion 3 – Passenger comfort indicator (T2) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **The area of passenger standing place in the vehicle is no larger than 4 persons/m2** - ☐  **The area of passenger standing place in the vehicle is larger than 4 persons/m2** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.2 to the procurement conditions) or does not indicate any of the obligations, or does not submit the vehicle manufacturer’s declaration together with the bid, it will be considered that the area of passenger standing place in the vehicle is larger than 4 persons/m2 and will be given 0 points) |
| 3. | Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **Uses 100% of green energy for the provision of services** - ☐  **Green energy is not used for the provision of services** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.2 to the procurement conditions) or does not indicate any obligation, it will be considered that he does not use green energy for the provision of Services and 0 points will be given for this.) |
| 4. | Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 24% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 12% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is less than 12% - ☐  (Note. If the supplier specifies more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not specify a single obligation, it will be considered that the Supplier will not have drivers with newly acquired category D driver’s license for the provision of Services or the number of working hours of such drivers during the reporting period will be less than 12% of the total number of hours worked by all drivers under this contract during each reporting period and will be given 0 points) |

We offer the following rates for the second part of the procurement object:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | | **Unit of measurement** | **Rate per 1 km, in EUR excluding VAT** | **Maximum route mileage for the entire duration of the procurement contract with all possible term of service provision extensions (km) for the type** | **Price of the service, EUR without VAT**  **(6=4\*5)** |
| *1* | *2* | | *3* | *4* | *5* | *6* |
| **1.** | **Passenger transport service (in the case of two-axle buses)** | | km | */to be completed by Tenderer/* | 10,400,000 | */to be completed by Tenderer/* |
| ***1.1.*** | ***Components of the cost price:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *1.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *1.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *1.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *1.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | |
| **2.** | **Passenger transport service (in the case of three-axis buses)** | | km | */to be completed by Tenderer/* | 28,080,000 | */to be completed by Tenderer/* |
| ***2.1.*** | ***Components of the cost price:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *2.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *2.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *2.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *2.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | |
| **3.** | **Passenger transport service (for metrobuses)** | | km | */to be completed by Tenderer/* | 5,720,000 | */to be completed by Tenderer/* |
| ***3.1.*** | ***Components of the cost price:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *3.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *3.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *3.1.3.* | Component of other costs | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *3.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | |
| **Total approximate price of the tender in EUR excluding VAT:** | | | | | |  |
| **VAT consists of (9%):** | | | | | |  |
| **Total approximate price of the tender in EUR with VAT:** | | | | | |  |

The price includes all taxes paid by the supplier and all costs incurred by the supplier in connection with the preparation of the tender and the execution of the procurement contract.

*In cases where, according to the legislation in force, the tenderer does not need to pay VAT, it shall indicate the total price of the tender excluding VAT and the reasons for not paying VAT.*

The proposed procurement object fully meets the requirements specified in the procurement documents.

The bid shall be accompanied by the following documents:

|  |  |
| --- | --- |
| **No.** | **Titles of documents** |
| 1. | Completed and signed ESDP. |
| 2. | Documents to ensure the validity of the tender |
| 3. | Completed declaration of conformity with national security requirements (Annex 8 to the Terms and Conditions of the Procurement) |
| 4. | Vehicle manufacturer’s declaration confirming the vehicle’s standing passenger comfort index (pers./m2) according to the types of vehicles submitted in the tender (if applicable) |
| 5. | FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560 (Annex 9 to the Terms and Conditions of the Procurement) |
| 6. | Certificate on the number of vehicles (Annex No. 12 to the procurement conditions) |
| … |  |

This tender contains confidential information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of submitted document** | **Confidential information contained in the document[[12]](#footnote-13) (the part of the document/page containing the confidential information is indicated)** | **Justification of the confidential information (clarifies the basis on which the specified document or part thereof is confidential)** |
|  | ... |  |  |
|  | ... |  |  |
|  | ... |  |  |

We guarantee the validity of the tender under the conditions specified in the procurement documents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(specify the method, conditions and amount of the guarantee)*

We declare that neither during the submission of the bid, nor during the performance of the procurement contract, the participant (each partner of the supplier group), the persons used by him (suppliers, economic entities whose capacities are relied upon), the services offered by the participant and entities providing them, as well as persons controlling the participant and all specified entities do not and will not pose a threat to national security, as defined in Part 21 of Article 45 of the Law on Public Procurement.

We declare that the participant (each partner of the supplier group), the sub-supplier (in cases where the share of the value of the procurement contract performed by him is greater than 10%) and another business entity whose capabilities are relied upon (in cases where the share of the value of the procurement contract performed by him is more than 10%) are not:

a) Russian citizen, natural or legal person, entity or organization established in Russia;

b) a legal person, entity or organization in which more than 50% ownership rights directly or indirectly belong to the entity referred to in point a);

c) a natural or legal person, entity or organization acting on behalf of or at the direction of the entity referred to in point a) or b).

If the qualification for the right to engage in the relevant activity has not been checked or has not been fully verified, we undertake to the contracting authority that the procurement contract will be executed only by persons who have such a right.

The tender is valid until the end of the period specified in the procurement documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Tenderer or authorised person signature Name and surname*

Annex 2.3 to Terms and Conditions of the Procurement

(Tender Form)

**TENDER**

\_\_\_/\_\_\_/20\_\_\_

**3 (THIRD) PART OF THE PROCUREMENT OBJECT**

**passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities and services for evacuation by means of vehicles**

Information about the participant

|  |  |
| --- | --- |
| Name(s) and legal entity code(s), natural person business certificate number, etc. of the participant (each partner of the supplier group). |  |
| Country(ies) and address(es) of registration of the Participant (each partner of the supplier group) and, if a natural person, country of permanent residence, address, and nationality(ies) |  |
| Does the participant (each partner of the supplier group) have controlling person(s)[[13]](#footnote-14)?  (specified for each partner of the supplier group separately)  If not, a justification is provided *(e.g. no person of the participant (legal entity) directly or indirectly, or together with related persons, controls more than 50 % of shares, stocks, parts, contributions and (and) votes in the meeting of participants of the legal entity (participating company)* | [name]  ☐ Yes  ☐ No [justification]  [name]  Yes  No [justification] |
| Name(s) of person(s) controlling the Participant (each partner of the supplier group) (in case the controlling person(s) is a legal entity(ies), or name(s) and last name(s) (if the controlling person is a natural person)[[14]](#footnote-15) |  |
| Country(ies) of registration (in case the controlling person is a legal entity) or country of permanent residence and nationality(ies) of the controlling person(s) of the Participant (each supplier group partner) (in case controlling person is a natural person) |  |
| The person authorized by the participant (partners of the supplier group) to sign the bid |  |
| The person authorized by the participant (partners of the supplier group) to communicate on the issues of the submitted bid |  |
| Name(s) and last name(s) of the manager of the participant (each partner of the supplier group) |  |
| Name(s) and last name(s) of the person(s) with the right to draw up and sign financial accounting documents of the participant (each partner of the supplier group)[[15]](#footnote-16) |  |
| Names and last names of members of the management (supervisory board), supervisory body (board) of the participant (each partner of the supplier group) or other persons who have the right to represent or control the participant (each partner of the supplier group), make a decision on his behalf, and conclude a transaction |  |

Known sub-suppliers that will be used in the performance of the procurement contract and whose capacity is not relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-supplier‘s name, legal entity code, Natural Person‘s business certificate No., etc |  |  |  |
| Sub-supplier‘s country of registration, in case of Natrual Person – Country, address and citizenship(s) of permanent residence |  |  |  |
| Name(s) or name(s) and last name(s) of the person(s) controlling the sub-supplier. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the sub-supplier |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the sub-supplier |  |  |  |

Other economic entities, whose capacities are relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Status of the business entity used: sub-supplier; entity used for compliance of financial and economic capacity; an entity: a quasi-sub-supplier used for technical capacity compliance |  |  |  |
| Business entity name, legal entity code, natural person business certificate number, etc. |  |  |  |
| Country of registration of the business entity and, in case of a natural person, country of permanent residence, address and nationality(ies) |  |  |  |
| Name(s) or name(s) of the person(s) controlling the business entity. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the business entity |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the business entity |  |  |  |

We note that we agree with all the conditions of the procurement documents.

We give a description of the criteria for the quantity of the proposed procurement object:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quantity criteria (specify** *all criteria except price*) | **Significance of the indicators of the proposed criteria** |
| 1. | Criterion 2 – Deadlines of the preparation for the service provision phase (T1) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **No more than within 546 calendar days** from the date of entry into force of the procurement contract - ☐  **No more than within 730 calendar days** from the date of entry into force of the procurement contract - ☐  (Note. If the supplier indicates (marks) several obligations in the bid form (Annex No. 2.3 of the procurement conditions), then the obligation with a lower value will be considered (the supplier indicated a longer term for the phase of preparation for the provision of services). If the supplier does not specify the chosen obligation in the bid form (in Annex No. 2.3 of the procurement conditions), this economic evaluation criterion will be given 0 points) |
| 2. | Criterion 3 – Passenger comfort indicator (T2) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **The area of passenger standing place in the vehicle is no larger than 4 persons/m2** - ☐  **The area of passenger standing place in the vehicle is larger than 4 persons/m2** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.3 to the procurement conditions) or does not indicate any of the obligations, or does not submit the vehicle manufacturer’s declaration together with the bid, it will be considered that the area of passenger standing place in the vehicle is larger than 4 persons/m2 and will be given 0 points) |
| 3. | Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **Uses 100% of green energy for the provision of services** - ☐  **Green energy is not used for the provision of services** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not indicate any obligation, it will be considered that he does not use green energy for the provision of Services and 0 points will be given for this.) |
| 4. | Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 24% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 12% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is less than 12% - ☐  (Note. If the supplier specifies more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not specify a single obligation, it will be considered that the Supplier will not have drivers with newly acquired category D driver’s license for the provision of Services or the number of working hours of such drivers during the reporting period will be less than 12% of the total number of hours worked by all drivers under this contract during each reporting period and will be given 0 points) |

We offer the following rates for the third part of the procurement object:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | | **Unit of measurement** | **Rate per 1 km, in EUR excluding VAT** | | **Maximum route mileage for the entire duration of the procurement contract with all possible term of service provision extensions (km) for the type** | **Price of the service, EUR without VAT**  **(6=4\*5)** |
| *1* | *2* | | *3* | *4* | | *5* | *6* |
| **1.** | **Passenger transport service (in the case of transport by midi buses)** | | km | */to be completed by Tenderer/* | | 4,030,000 | */to be completed by Tenderer/* |
| ***1.1.*** | ***Components of the cost price:*** | | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | | |
| *1.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | | |
| *1.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | | |
| *1.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | | |
| *1.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | | |
| **2.** | **Passenger transport service (in the case of two-axle buses)** | | km | */to be completed by Tenderer/* | | 58,370,000 | */to be completed by Tenderer/* |
| ***2.1.*** | ***Rate components:*** | | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | | |
| *2.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | | |
| *2.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | | |
| *2.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | | |
| *2.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | | */to be completed by Tenderer/* | | |
| **Total approximate price of the tender in EUR excluding VAT:** | | | | | | |  |
| **VAT consists of (9%):** | | | | | | |  |
| **Total approximate price of the tender in EUR with VAT:** | | | | | | |  |

The price includes all taxes paid by the supplier and all costs incurred by the supplier in connection with the preparation of the tender and the execution of the procurement contract.

*In cases where, according to the legislation in force, the tenderer does not need to pay VAT, it shall indicate the total price of the tender excluding VAT and the reasons for not paying VAT.*

The proposed procurement object fully complies with the requirements specified in the procurement documents.

The tender shall be accompanied by the following documents:

|  |  |
| --- | --- |
| **No.** | **Titles of documents** |
| 1. | Completed and signed by the ESDP. |
| 2. | Documents to ensure the validity of the tender |
| 3. | Completed declaration of conformity with national security requirements (Annex 8 to the Terms and Conditions of the Procurement) |
| 4. | Vehicle manufacturer’s declaration confirming the vehicle’s standing passenger comfort index (m/m2) according to the types of vehicles submitted in the tender (if applicable) |
| 5. | FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560 (Annex 9 to the Terms and Conditions of the Procurement) |
| 6. | Certificate on the number of vehicles (Annex No. 12 to the procurement conditions) |
| … |  |

This tender contains confidential information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of submitted document** | **Confidential information contained in the document [[16]](#footnote-17) (the part of the document/page containing the confidential information is indicated)** | **Justification of the confidential information (clarifies the basis on which the specified document or part thereof is confidential)** |
|  | ... |  |  |
|  | ... |  |  |
|  | ... |  |  |

We guarantee the validity of the tender under the conditions specified in the procurement documents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(specify the method, conditions and amount of the guarantee)*

We declare that neither during the submission of the bid, nor during the performance of the procurement contract, the participant (each partner of the supplier group), the persons used by him (suppliers, economic entities whose capacities are relied upon), the services offered by the participant and entities providing them, as well as persons controlling the participant and all specified entities do not and will not pose a threat to national security, as defined in Part 21 of Article 45 of the Law on Public Procurement.

We declare that the participant (each partner of the supplier group), the sub-supplier (in cases where the share of the value of the procurement contract performed by him is greater than 10%) and another business entity whose capabilities are relied upon (in cases where the share of the value of the procurement contract performed by him is more than 10%) are not:

a) Russian citizen, natural or legal person, entity or organization established in Russia;

b) a legal person, entity or organization in which more than 50% ownership rights directly or indirectly belong to the entity referred to in point a);

c) a natural or legal person, entity or organization acting on behalf of or at the direction of the entity referred to in point a) or b).

If the qualification for the right to engage in the relevant activity has not been checked or has not been fully verified, we undertake to the contracting authority that the procurement contract will be executed only by persons who have such a right.

The bid is valid until the end of the period specified in the procurement documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Tenderer or authorised person signature Name and surname*

Annex 2.4 to the Terms and Conditions of the Procurement

(Tender Form)

**TENDER**

\_\_\_/\_\_\_/20\_\_\_

**4 (FOURTH) part OF THE PROCUREMENT OBJECT**

**passenger transportation services on local regular bus routes in the territories of Vilnius city and adjacent municipalities and services for evacuation by means of vehicles**

Information about the participant

|  |  |
| --- | --- |
| Name(s) and legal entity code(s), natural person business certificate number, etc. of the participant (each partner of the supplier group). |  |
| Country(ies) and address(es) of registration of the Participant (each partner of the supplier group) and, if a natural person, country of permanent residence, address, and nationality(ies) |  |
| Does the participant (each partner of the supplier group) have controlling person(s)[[17]](#footnote-18)?  (specified for each partner of the supplier group separately)  If not, a justification is provided *(e.g. no person of the participant (legal entity) directly or indirectly, or together with related persons, controls more than 50 % of shares, stocks, parts, contributions and (and) votes in the meeting of participants of the legal entity (participating company)* | [name]  ☐ Yes  ☐ No [justification]  [name]  Yes  No [justification] |
| Name(s) of person(s) controlling the Participant (each partner of the supplier group) (in case the controlling person(s) is a legal entity(ies), or name(s) and last name(s) (if the controlling person is a natural person)[[18]](#footnote-19) |  |
| Country(ies) of registration (in case the controlling person is a legal entity) or country of permanent residence and nationality(ies) of the controlling person(s) of the Participant (each supplier group partner) (in case controlling person is a natural person) |  |
| The person authorized by the participant (partners of the supplier group) to sign the bid |  |
| The person authorized by the participant (partners of the supplier group) to communicate on the issues of the submitted bid |  |
| Name(s) and last name(s) of the manager of the participant (each partner of the supplier group) |  |
| Name(s) and last name(s) of the person(s) with the right to draw up and sign financial accounting documents of the participant (each partner of the supplier group)[[19]](#footnote-20) |  |
| Names and last names of members of the management (supervisory board), supervisory body (board) of the participant (each partner of the supplier group) or other persons who have the right to represent or control the participant (each partner of the supplier group), make a decision on his behalf, and conclude a transaction |  |

Known sub-suppliers that will be used in the performance of the procurement contract and whose capacity is not relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-supplier‘s name, legal entity code, Natural Person‘s business certificate No., etc |  |  |  |
| Sub-supplier‘s country of registration, in case of Natrual Person – Country, address and citizenship(s) of permanent residence |  |  |  |
| Name(s) or name(s) and last name(s) of the person(s) controlling the sub-supplier. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the sub-supplier |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the sub-supplier |  |  |  |

Other economic entities, whose capacities are relied upon to prove qualification compliance:

|  |  |  |  |
| --- | --- | --- | --- |
| Status of the business entity used: sub-supplier; entity used for compliance of financial and economic capacity; an entity: a quasi-sub-supplier used for technical capacity compliance |  |  |  |
| Business entity name, legal entity code, natural person business certificate number, etc. |  |  |  |
| Country of registration of the business entity and, in case of a natural person, country of permanent residence, address and nationality(ies) |  |  |  |
| Name(s) or name(s) of the person(s) controlling the business entity. In the absence of a controlling person, the justification is given here |  |  |  |
| Country(ies) of registration or country(ies) of permanent residence and nationality(ies) of the person(s) controlling the business entity |  |  |  |
| The percentage of contractual obligations or amount of the bid price transferred to the business entity |  |  |  |

We note that we agree with all the conditions of the procurement documents.

We give a description of the criteria for the quantity of the proposed procurement object:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quantity criteria (specify** *all criteria except price*) | **Significance of the indicators of the proposed criteria** |
| 1. | Criterion 2 – Deadlines of the preparation for the service provision phase (T1) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **No more than within 455 calendar days** from the date of entry into force of the procurement contract - ☐  **No more than within 638 calendar days** from the date of entry into force of the procurement contract - ☐  (Note. If the supplier indicates (marks) several obligations in the bid form (Annex No. 2.4 of the procurement conditions), then the obligation with a lower value will be considered (the supplier indicated a longer term for the phase of preparation for the provision of services). If the supplier does not specify the chosen obligation in the bid form (in Annex No. 2.4 of the procurement conditions), this economic evaluation criterion will be given 0 points) |
| 2. | Criterion 3 – Passenger comfort indicator (T2) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **The area of passenger standing place in the vehicle is no larger than 4 persons/m2** - ☐  **The area of passenger standing place in the vehicle is larger than 4 persons/m2** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.4 to the procurement conditions) or does not indicate any of the obligations, or does not submit the vehicle manufacturer’s declaration together with the bid, it will be considered that the area of passenger standing place in the vehicle is larger than 4 persons/m2 and will be given 0 points) |
| 3. | Criterion 4 – The supplier uses green electricity for the provision of passenger transport services (T3) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  **Uses 100% of green energy for the provision of services** - ☐  **Green energy is not used for the provision of services** - ☐  (Note. If the supplier indicates more than one obligation in the bid form (Annex No. 2.4 to the procurement conditions) or does not indicate any obligation, it will be considered that he does not use green energy for the provision of Services and 0 points will be given for this.) |
| 4. | Criterion 5 – The passenger transport services are provided by drivers who have newly acquired driving licences of categories D (T4) | Mark the proposed period of service provision, in calendar days (mark only one box with the symbol "x"):  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 24% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is no less than 12% - ☐  The number of working hours of drivers providing passenger transportation services who have newly acquired D category driver’s license to perform this contract during each reporting period of the total number of hours worked by all drivers during the performance of this contract during each reporting period is less than 12% - ☐  (Note. If the supplier specifies more than one obligation in the bid form (Annex No. 2.1 to the procurement conditions) or does not specify a single obligation, it will be considered that the Supplier will not have drivers with newly acquired category D driver’s license for the provision of Services or the number of working hours of such drivers during the reporting period will be less than 12% of the total number of hours worked by all drivers under this contract during each reporting period and will be given 0 points) |

We offer the following rates for  the fourth part of the procurement object:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | | **Unit of measurement** | **Rate per 1 km, in EUR excluding VAT** | **Maximum route mileage for the entire duration of the procurement contract with all possible term of service provision extensions (km) for the type** | **Price of the service, EUR without VAT**  **(6=4\*5)** |
| *1* | *2* | | *3* | *4* | *5* | *6* |
| **1.** | **Passenger transport service (for transport by small buses)** | | km | */to be completed by Tenderer/* | |  |  | | --- | --- | | 12,610,000 |  | | */to be completed by Tenderer/* |
| ***1.1.*** | ***Components of the cost price:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *1.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *1.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *1.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *1.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | |  | |
| **2.** | **Passenger transport service (in the case of transport by midi buses)** | | km | */to be completed by Tenderer/* | 27,300,000 | */to be completed by Tenderer/* |
| ***2.1.*** | ***Rate components:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *2.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *2.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *2.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *2.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | |  | |
| **3.** | **Passenger transport service (in the case of two-axle buses)** | | km | */to be completed by Tenderer/* | 54,600,000 | */to be completed by Tenderer/* |
| ***3.1.*** | ***Rate components:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| *3.1.1.* | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| *3.1.2.* | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| *3.1.3.* | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| *3.1.4.* | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | |  | |
| **4.** | **Passenger transport service (in the case of three-axis buses)** | | km | */to be completed by Tenderer/* | 41,990,000 | */to be completed by Tenderer/* |
| ***4.1.*** | ***Rate components:*** | | | | | |
|  | *Name of the component weight* | *Weight of the component in %*  *(The total percentage to be added must be 100%.)* | | | *Value added to the proposed rate, EUR excluding VAT* | |
| 4.1.1. | *Wage cost component* | *Between 60 and 70%* | | | */to be completed by Tenderer/* | |
| 4.1.2. | *Fuel (electricity) cost component* | *Between 10 and 25%* | | | */to be completed by Tenderer/* | |
| 4.1.3. | *Component of other costs* | *Between 5 and 20%* | | | */to be completed by Tenderer/* | |
| 4.1.4. | *Investment cost component* | *Between 15 and 30%* | | | */to be completed by Tenderer/* | |
| ***Sum of the values of components of the cost price in EUR excluding VAT:*** | | | | |  | |
| **Total approximate price of the tender in EUR excluding VAT:** | | | | | |  |
| **VAT consists of (9%):** | | | | | |  |
| **Total approximate price of the tender in EUR with VAT:** | | | | | |  |

The price includes all taxes paid by the supplier and all costs incurred by the supplier in connection with the preparation of the tender and the execution of the procurement contract.

*In cases where, according to the legislation in force, the tenderer does not need to pay VAT, it shall indicate the total price of the tender excluding VAT and the reasons for not paying VAT.*

The proposed procurement object fully meets the requirements specified in the procurement documents.

The bid shall be accompanied by the following documents:

|  |  |
| --- | --- |
| **No.** | **Titles of documents** |
| 1. | Completed and signed by the ESDP. |
| 2. | Documents to ensure the validity of the tender |
| 3. | Completed declaration of conformity with national security requirements (Annex 8 to the Terms and Conditions of the Procurement) |
| 4. | Vehicle manufacturer’s declaration confirming the vehicle’s standing passenger comfort index (m/m2) according to the types of vehicles submitted in the tender (if applicable) |
| 5. | FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560 (Annex 9 to the Terms and Conditions of the Procurement) |
| 6. | Certificate on the number of vehicles (Annex No. 12 to the procurement conditions) |
| … |  |

This tender contains confidential information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of submitted document** | **Confidential information contained in the document [[20]](#footnote-21) (the part of the document/page containing the confidential information is indicated)** | **Justification of the confidential information (clarifies the basis on which the specified document or part thereof is confidential)** |
|  | ... |  |  |
|  | ... |  |  |
|  | ... |  |  |

We guarantee the validity of the tender under the conditions specified in the procurement documents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(specify the method, conditions and amount of the guarantee)*

We declare that neither during the submission of the bid, nor during the performance of the procurement contract, the participant (each partner of the supplier group), the persons used by him (suppliers, economic entities whose capacities are relied upon), the services offered by the participant and entities providing them, as well as persons controlling the participant and all specified entities do not and will not pose a threat to national security, as defined in Part 21 of Article 45 of the Law on Public Procurement.

We declare that the participant (each partner of the supplier group), the sub-supplier (in cases where the share of the value of the procurement contract performed by him is greater than 10%) and another business entity whose capabilities are relied upon (in cases where the share of the value of the procurement contract performed by him is more than 10%) are not:

a) Russian citizen, natural or legal person, entity or organization established in Russia;

b) a legal person, entity or organization in which more than 50% ownership rights directly or indirectly belong to the entity referred to in point a);

c) a natural or legal person, entity or organization acting on behalf of or at the direction of the entity referred to in point a) or b).

If the qualification for the right to engage in the relevant activity has not been checked or has not been fully verified, we undertake to the contracting authority that the procurement contract will be executed only by persons who have such a right.

The bid is valid until the end of the period specified in the procurement documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Tenderer or authorised person signature Name and surname*

Annex to the Tender Form No. 1

Annex 3 to the Terms and Conditions of the Procurement

Draft

**PROCUREMENT CONTRACT**

*[To be attached in a separate document]*

Annex 4.1 to the Terms and Conditions of the Procurement

(tender validity guarantee form)

To Vilnius City Municipality Administration

Konstitucijos pr. 3, LT-09601 Vilnius

**Tender Validity Guarantee Form**

\_\_/ \_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ No. \_\_\_\_\_\_\_\_\_

/name of city/

/customer name, address/ (hereinafter – the Customer) submitted a tender to participate in public procurement /procurement name/.

Bank /name/ represented by /name of the bank branch/ branch /address/ (hereinafter – the Guarantor), under the conditions set out in this guarantee, irrevocably undertakes to pay the Vilnius City Municipality Administration, Konstitucijos pr. 3, Vilnius, (hereinafter – the Guarantee Recipient) no more than \_\_\_\_\_ (/amount in words, currency name/) within 10 working days, upon receipt of the first written request of the Guarantee Recipient to pay (electronic form), indicating the Guarantee No. \_\_\_\_\_\_\_\_\_\_. The Guarantee Recipient is not obliged to substantiate its claim, but must indicate in its letter that the amount claimed belongs to it under one or more of the conditions set out below:

1. The Customer does not provide any requested information regarding the correction, addition or clarification of the submitted tender, justification of the abnormally low price or correction of arithmetic errors, information on the absence of grounds for exclusion or documents substantiating the qualification before the end of the period specified by the Guarantee Beneficiary;

2. The Customer refuses its tender or part of it (the procurement object specified in the tender, its quantity (volume), the proposed prices, delivery or payment terms, other conditions specified in the tender), even though the tender has not yet expired;

3. After winning the procurement, the Customer refuses to sign the procurement contract in accordance with the draft procurement contract contained in the procurement documents. If it does not sign the procurement contract before the time specified by the Guarantee Recipient, it is considered that the Customer has refused to sign the procurement contract;

4. The Customer whose tender has won the procurement shall not provide a guarantee of fulfilment of the terms of the procurement contract within 10 working days from the date of signing the procurement contract.

This commitment shall be binding on the Guarantor and its successors.

The Guarantor’s obligation is solely to the Guarantee Recipient, and the Guarantee is therefore non-transferable and non-collateralizable.

The amount specified in this Guarantee will be reduced accordingly after each payment by the Bank under this Guarantee.

The claim for payment and all other written notices from the Guarantee Recipient must be signed by an electronic signature of the Guarantee Recipient’s manager or a duly authorized person that meets the requirements for a qualified electronic signature. If the claim for payment or other written notices are signed by an authorized person, a power of attorney must be presented. If the power of attorney is submitted in electronic form, it must be signed with an electronic signature that meets the requirements for a qualified electronic signature. This guarantee shall be valid until **\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_** (inclusive).

All of the guarantee obligations of the Guarantor to the Guarantee Recipient under this Guarantee shall expire upon the occurrence of any of the following conditions:

1. The time limit set in the Guarantee expires;

2. The Guarantee Recipient notifies the Guarantor in writing that it waives its rights under this Guarantee.

Any claims of the Guarantee Recipient will be refused if they are received at the Guarantor’s address above after the expiry of the Guarantee period.

This Guarantee shall be governed by the law of the Republic of Lithuania. Disputes between the Parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

This Guarantee is subject to the General Rules for Demand Guarantees (Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, with exceptions established in this Guarantee and/or in the mandatory norms of legislation of the Republic of Lithuania.

Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.

/position of an authorized person / /signature/ /name and last name/

Annex 4.2 to the Terms and Conditions of the Procurement

(Tender Validity Insurance Letter Form)

To Vilnius City Municipality Administration

Konstitucijos pr. 3, LT-09601 Vilnius

**Tender Surety Insurance Letter Form**

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ No. \_\_\_\_\_\_\_\_\_\_\_\_

/name of city/

This Suretyship Insurance Letter shall be valid in conjunction with insurance policy No. [insurance contract number to be inserted].

In Suretyship Insurance Letter, the customer [insert the name of the tenderer of the public procurement; in the case of a joint venture, list the full names of the members of the group of entities or indicate that the tenderer is submitting a tender on behalf of the joint venture that submits the tender, indicating the date of the joint venture] (hereinafter – the Supplier) and the guarantor [insert name of guarantor its legal status and address], (hereinafter – the Insurance Company), irrevocably undertakes to pay to the Vilnius City Municipality Administration, Konstitucijos pr. 10A, Vilnius (hereinafter – the Contracting Authority) the amount of [insert the amount of the surety in numerical form] ([insert the amount of the surety in verbal form and the name of the currency of the surety]) in respect of the damages incurred pursuant to the issued Surety Insurance Letter. This undertaking shall be binding on the Insurance Company and its successors and shall be approved by the signature and seal of an authorized representative of the Insurance Company on [insert the date of issue of the Surety Insurance Letter].

WHEREAS the Supplier has submitted a written tender [to supply goods/provide services/carry out works – select the appropriate option] (hereinafter – the tender) to the Contracting Authority in the course of the procurement [insert name and procurement number],

THEREFORE, THE CONDITIONS OF THIS SURETY INSURANCE ARE AS FOLLOWS:

1. The Supplier shall not provide, before the expiry of the time limit specified by the Contracting Authority, any requested information concerning the adjustment, addition or clarification of the tender submitted, the justification for the abnormally low price or the correction of arithmetic errors, information on the absence of grounds for exclusion or documents supporting qualification;

2. The Supplier withdraws its tender or part of it (the procurement object specified in the tender, its quantity (volume), the prices offered, the delivery or payment deadlines, other conditions specified in the tender), even though the tender has not yet expired;

3. After winning the procurement, the Supplier shall refuse to sign the procurement contract in accordance with the draft procurement contract contained in the procurement documents. If it does not sign the procurement contract by the time specified by the Contracting Authority, the Supplier shall be deemed to have refused to sign the procurement contract;

4. The Supplier whose tender has won the procurement shall not provide a guarantee of fulfilment of the terms of the procurement contract within 10 (ten) working days from the date of signing the procurement contract.

The Insurance Company unconditionally undertakes to pay the above amount to the Contracting Authority within 10 (ten) working days upon receipt of the Contracting Authority’s first written request.

The Contracting Authority is not obliged to justify which conditions the Supplier has not complied with, but must indicate which of the above conditions it has violated.

The Insurance Company shall be solely liable to the Contracting Authority and therefore this Surety Insurance Letter is non-transferable and non-collateralizable.

In the event that the Supplier fails to fulfil its obligations under this letter of guarantee, the Contracting Authority shall not be obliged to direct the recovery to the Supplier’s assets in the first place.

The Obligations of the Insurance Company shall take effect from the date of familiarization with the tenders, i.e. [insert the effective date of the guarantee], and shall be valid for credit until the end of the term of the tender, i.e. [insert the expiration date of the guarantee]. If the Contracting Authority fails to make a claim within 3 months of the expiry of this guarantee letter, it shall cease to be valid.

If the Contracting Authority requests an extension of the period of validity of the Surety Insurance Letter, the Supplier undertakes to notify the Insurance Company of such extension and the validity of this Surety Insurance Letter may be extended at the request of the Supplier by the Insurance Company. The Insurance Company and/or the Supplier shall only be entitled to terminate the surety insurance contract and the Surety Insurance Letter issued hereunder prematurely with the written consent of the Contracting Authority.

The Surety Insurance Letter issued is governed by the law of the Republic of Lithuania. Disputes between the Parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

This Surety Insurance Letter is issued on the basis of the Suretyship Insurance Rules No.\_\_\_ (hereinafter – the Rules), approved by the Insurance Company on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_\_\_. In the event of any conflict between the text of this Surety Insurance Letter and the provisions of the Rules, the text of this Surety Insurance Letter shall prevail.

Insurance company: /name of insurance company/

Authorized person: /signature/ /name and surname/

Stamp

/Position of the authorized person/ /signature/ /name and surname/

Annex 5.1 to the Terms and Conditions of the Procurement

(Form of Guarantee of Fulfillment of the Conditions of the Procurement Contract)

To Vilnius City Municipality Administration

Konstitucijos pr. 3, LT-09601 Vilnius

**Guarantee of Fulfillment of the Conditions of the Procurement Contract**

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ No. \_\_\_\_\_\_\_\_\_\_\_\_

/name of city/

/name of the customer, address/ (hereinafter – the Customer) has notified that it has won a public procurement /name of procurement/ of Municipal Enterprise Susisiekimo paslaugos, Laisvės pr. 10A, LT-04215 Vilnius (hereinafter – the Guarantee Recipient) and has been invited to enter into a public procurement-sale contract on /describe the procurement object/ (hereinafter – the Contract).

/name/ bank, represented by /name of branch/ branch of /bank/, /address/ (hereinafter – the Bank), under the terms and conditions set out in this Guarantee, irrevocably undertakes to pay to the Guarantee Recipient not more than \_\_\_\_(/amount in words, name of currency/) within 10 business days, upon receipt of the first written demand for payment by the Guarantee Recipient (in electronic form) by e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , specifying the Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirming that the Customer has failed to fulfill the terms of the Contract, specifying which terms of the Contract have not been fulfilled. The Guarantee Recipient shall not be obliged to justify the non-fulfillment of the terms of the Contract as specified in the claim.

This commitment shall be binding on the Bank and its successors.

The demand for payment must be signed by an electronic signature of the Guarantee Recipient’s manager or a duly authorized person that meets the requirements for a qualified electronic signature. If the claim is signed by an authorized person, a power of attorney must be provided. If the power of attorney is submitted in electronic form, it must be signed with an electronic signature that meets the requirements for a qualified electronic signature.

Demand for payment and all other written notices under this Guarantee must be sent to the Bank by Email to the above-mentioned Bank’s Email address.

The Bank’s obligation is solely to the Guarantee Recipient, and the Guarantee is therefore non-transferable and non-collateralizable.

The amount specified in this Guarantee will be reduced accordingly after each payment by the Bank under this Guarantee.

This guarantee shall be valid until ***\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ (inclusive)***.

All of the Bank’s guarantee obligations to the Guarantee Recipient under this Guarantee shall expire upon the occurrence of any of the following conditions:

1. The time limit set in the Guarantee expires;

2. The Guarantee Recipient notifies the Bank in writing that it waives its rights under this Guarantee;

Any claims of the Guarantee Recipient will be refused if they are received at the Bank’s address above after the expiry of the guarantee period.

Subsequent amendments or additions to the Contract or other related documents shall not affect the enforceability and/or scope of the Bank’s obligations under this Guarantee and shall not relieve the Bank from full performance of its obligations under this Guarantee.

This Guarantee is subject to the General Rules for Demand Guarantees (Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, with exceptions established in this Guarantee and/or in the mandatory norms of legislation of the Republic of Lithuania.

Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.

/position of an authorized person / /signature/ /name and last name/

Annex 5.2 to the Terms and Conditions of the Procurement

(form of Surety Insurance Letter for the performance of the Terms and Conditions of the Procurement Contract)

To Vilnius City Municipality Administration

Konstitucijos pr. 3, LT-09601 Vilnius

**SURETY INSURANCE LETTER FOR THE PERFORMANCE OF THE TERMS AND CONDITIONS OF THE CONTRACT**

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ No. \_\_\_\_\_\_\_\_\_\_\_\_

/name of city/

/Date and number of signing the Public Procurement Contract or Procurement number/

/Title of the Procurement Contract / (“the Contract”)

This Surety Insurance Letter shall be valid in conjunction with insurance policy No. [insurance contract number to be inserted].

We have been informed that [insert the name of the successful tenderer; in the case of a joint partnership, please list the full names of the members of the group of economic entities, indicating the date of the joint partnership agreement] (hereinafter – the Supplier) has concluded a Contract which provides that the Supplier is required to provide a Surety Insurance Letter to guarantee the fulfillment of the terms of the Contract.

By this Surety Insurance Letter, the Supplier and the surety [insert name, legal status and address of the surety], (hereinafter referred – the Insurance Company), irrevocably undertake to indemnify and duly pay to Municipal Enterprise Susisiekimo paslaugos, Laisvės pr. 10A, Vilnius (hereinafter – the Customer) the amount of [insert the amount of the surety in numerical form] ([insert the amount of the surety in verbal form and the name of the currency of the surety]) in respect of the damages incurred pursuant to the issued Surety Insurance Letter. This undertaking shall be binding on the Insurance Company and its successors and shall be approved by the signature and seal of an authorized representative of the Insurance Company on [insert the date of issue of the Surety Insurance Letter].

WHEREAS the Supplier has undertaken under the Contract with the Customer to [supply goods/services/works - please select the appropriate option] to the Customer,

THE TERMS OF THIS SURETY INSURANCE ARE THEREFORE AS FOLLOWS:

compensation shall be paid for the losses incurred by the Client as a result of material breach (s) of the Agreement and/or other cases provided for in the terms of the Agreement. The insurance company is responsible for the payment of inaccuracies, interest. The insurance company shall not be liable for non-performance or improper execution of the contract due to force majeure.

The Insurance Company unconditionally and irrevocably undertakes to compensate the Client for the losses incurred by the Client and to pay the Client within 10 (ten) working days no more than the above amount upon receipt of the Client’s first written request. The Customer is not obliged to justify which of the terms of the Contract the Supplier has not fulfilled or improperly fulfilled them, but must indicate which of the terms of the Contract the Supplier has violated.

The amount to be guaranteed will be reduced accordingly by the amounts paid out under this Surety Insurance Letter.

The insurance company shall be solely liable to the Customer and therefore this Surety Insurance Letter is non-transferable and non-collateralizable.

If the Supplier fails to perform its obligations under the Contract or performs them improperly, the Customer shall not be obliged to enforce first against the Supplier’s assets for damages.

The obligations of the insurance company shall take effect from the date of payment by the Supplier of the insurance premium for the surety insurance issued, i.e. by [insert start date of the surety insurance], and shall remain in force up to and including [insert date of the surety insurance]*.* If the Customer fails to make a claim within 3 months after the expiry of this letter of indemnity, it shall cease to be valid and shall be returned to the Insurance Company.

If the Customer requests an extension of the period of validity of the Surety Insurance Letter, the Supplier undertakes to notify the Insurance Company of such extension and the validity of this Surety Insurance Letter may be extended at the request of the Supplier by the Insurance Company. The insurance company and/or the Supplier shall only be entitled to terminate the surety insurance contract and the Surety Insurance Letter issued hereunder prematurely with the written consent of the Customer.

The Surety Insurance Letter issued is governed by the law of the Republic of Lithuania. Disputes between the Parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

This Surety Insurance Letter is issued on the basis of the Suretyship Insurance Rules No.\_\_\_ (hereinafter – the Rules), approved by the Insurance Company on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_. In the event of any conflict between the text of this Surety Insurance Letter and the provisions of the Rules, the text of this Surety Insurance Letter shall prevail.

Insurance company: /name of insurance company/

Authorized person: /signature/ /name and surname/

L.S.

Annex 6 to the Terms and Conditions of the Procurement

**Grounds for exclusion of suppliers**

For the purposes of this Annex, the term “supplier” shall mean a supplier, a partner in a supplier group, a sub-supplier whose capacity, i.e. in order to meet the qualification requirements, the supplier relies upon, as well as the entity used to meet the financial and economic capacity.

The Contracting Authority shall require, in particular, the type of certificates and forms of documentary evidence for which the information is contained in the European Commission’s e-Certis repository. In addition to the ESDP table, the third column indicates the documents to be submitted by suppliers registered in the Republic of Lithuania. For the documentation to be provided by foreign suppliers, the contracting authority shall verify the information provided by e-Certis at https://ec.europa.eu/tools/ecertis/.

| **No.** | **Grounds for exclusion** | **Documents proving conformity to the requirement** |
| --- | --- | --- |
| 1. | (46.1) A supplier or its person responsible referred to in Clause 2 of Part 2 of Article 46 of the Law on Public Procurement has been convicted of the following criminal offence:  1) Participation in, organization or leadership of a criminal association;  2) Bribery, influence trafficking, bribery;  3) Fraud, misappropriation of property, waste of property, fraudulent statement about the activities of a legal person, use of credit, loan or targeted assistance not in accordance with the purpose or established procedure, credit fraud, provision of incorrect data on income, profit or property, failure to submit a declaration, report or other document, fraudulent accounting or abuse of accounts, where these criminal acts infringe on the financial interests of the European Union, within the meaning of Article 1 of the Convention on the Protection of the European Communities’ Financial Interests;  4) Criminal bankruptcy;  5) A terrorist offence and a crime related to terrorist activities;  6) Legalization of property obtained by criminal means;  7) Trafficking in human beings, the purchase or sale of a child;  (8) An offence committed by a supplier of another State as defined in the legislation of other States implementing the European Union legislation listed Part 1 of Article 57 of Directive 2014/24/EU.  A supplier or a person responsible for it shall be deemed to have been convicted of the above criminal offence where:  1) An indictment of a supplier who is a natural person has been issued and entered into force in the last 5 years and this person has an unexpired or unquashed criminal record;  2) The head of a supplier who is a legal person, another organization or its structural unit, a member of another management or supervisory body or other person who has (has) the right to represent or control the supplier, make a decision on its behalf, conclude a transaction, a person (persons) who have (have) the right to draw up and sign the supplier accounting documents, an indictment has been issued and entered into force in the last 5 years and this person has an unexpired or unquashed criminal record;  (3) An indictment of a supplier who is a legal person, another organisation or a structural unit thereof has been issued and entered into force within the last 5 years or, in the case of Article 46 (3) of the Law on Public Procurement, a final administrative decision, provided that such a decision is taken in accordance with the requirements of the legislation of the supplier’s country. | ESPD.  Entities established in Lithuania are required to submit:   * An extract from the judgment; or * Certificates from the Department of Informatics and Communications under the Ministry of Internal Affairs, or * A document issued by the Registry Centre of the State Enterprise in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the combined data processed by the competent authorities.   Entities established outside Lithuania are required to:   * A document of the relevant authority of the foreign country. [[21]](#footnote-22)   The documents referred to must be issued no earlier than 180 days before the date on which the supplier, at the request of the contracting authority, has to submit documents confirming the absence of grounds for exclusion.  If the document was issued earlier, but the period of validity indicated in it is longer than the end of the deadline for the submission of documents confirming the absence of grounds for removal in accordance with the OECD, such a document shall be admissible during its validity period. |
| 2. | (46.3) The supplier is convicted of failing to meet obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the supplier is registered or the country in which the contracting authority is located, as defined in Clauses 1 and 3 of Part 2 of Article 46 of the Law on Public Procurement, or the procuring entity has other evidence of these obligations failure to comply.  A supplier shall be deemed to have been convicted of the above criminal offence where:  1) An indictment of a supplier who is a natural person has been issued and entered into force in the last 5 years and this person has an unexpired or unquashed criminal record;  2) An indictment of a supplier who is a legal person, other organisation or a structural unit thereof has been issued and entered into force within the last 5 years or, in the case of Article 46 (3) of the Law on Public Procurement, a final administrative decision, provided that such a decision is taken in accordance with the requirements of the legislation of the supplier’s country.  However, this provision shall not apply if:  (1) The supplier is obliged to pay taxes, including social security contributions, and is therefore deemed to have already fulfilled the obligations referred to in this paragraph;  2) The amount of indebtedness does not exceed 50 EUR (fifty euros);  (3) The supplier has been informed of the exact amount of its indebtedness at such a time that it has not been able to pay taxes, including social security contributions, enter into a tax credit agreement or other similar binding agreement on their payment before the deadline for submitting applications or tenders, or take other measures to comply with the provisions of paragraph 1. A supplier shall not be excluded from the procurement procedure on this basis if, by requiring the contracting authority to submit relevant documents pursuant to Article 50 (6) of the Law on Public Procurement, it proves that it has already fulfilled its obligations relating to the payment of taxes, including social security contributions. | ESPD.  1) For the performance of obligations related to the payment of taxes, entities established in Lithuania shall be requested to:   * An extract from the judgment (if any), or * Document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, * Or a document issued by the Registry Center of the State Enterprise in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the combined data processed by the competent authorities.   Entities established outside Lithuania are required to:  • A document of the relevant authority of the foreign country. [[22]](#footnote-23)  The documents referred to must be issued no earlier than 120 days before the date on which the supplier, at the request of the contracting authority, has to submit documents confirming the absence of grounds for exclusion.  If the document was issued earlier, but the period of validity indicated in it is longer than the end of the deadline for the submission of documents confirming the absence of grounds for removal in accordance with the OECD, such a document shall be admissible during its validity period.  2) With regard to the fulfilment of obligations related to the payment of social security contributions, entities established in Lithuania shall be requested to:  2.1) If the supplier is a legal person registered in the Republic of Lithuania, it is not required to submit any documents proving this requirement. The contracting authority shall independently verify the data in the national database at <https://draudejai.sodra.lt/draudeju_viesi_duomenys/>.  If, due to technical malfunctions in the information system of the Board of the State Social Insurance Fund (hereinafter – Sodra), the contracting authority does not have the opportunity to check the data available free of charge on the supplier (legal entity), it will have the right to request the supplier (legal entity) to provide an extract from the court decision (if any) or in accordance with the procedure established by Sodra a document certifying compliance with this requirement. The Supplier may also submit a document issued by the Registry Centre of the State Enterprise in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the combined data processed by the competent authorities.  2.2) If the supplier is a natural person registered in the Republic of Lithuania, it shall submit an extract from the court decision (if any) or a document issued by “Sodra” or a document issued by the Registry Center of a state enterprise in accordance with the procedure established by the Government of the Republic of Lithuania confirming the combined data processed by the competent authorities.  Entities established outside Lithuania are required to:   * A document of the competent authority of the foreign country concerned.[[23]](#footnote-24)   The documents referred to must be issued no earlier than 120 days before the date on which the supplier, at the request of the contracting authority, has to submit documents confirming the absence of grounds for exclusion.  If the document was issued earlier, but the period of validity indicated in it is longer than the end of the deadline for the submission of documents confirming the absence of grounds for removal in accordance with the OECD, such a document shall be admissible during its validity period. |
| 3. | (46.4.1) The supplier has entered into agreements with other suppliers aimed at distorting competition in the procurement and the contracting authority has conclusive evidence to this effect. | ESPD. |
| 4. | (46.4.2) At the time of the procurement, the supplier was in a situation of conflict of interest within the meaning of Article 21 of the Law on Public Procurement and the relevant situation cannot be remedied.  It is considered that the relevant situation of conflict of interest cannot be remedied if the persons involved in the conflict of interest have determined the decisions of the public procurement commission or the contracting authority and the amendment of those decisions would be contrary to the provisions of the Law on Public Procurement. | ESPD. |
| 5. | (46.4.3) Competition within the meaning of Parts 3 and 4 of Article 27 of the Law on Public Procurement has been impaired and the situation cannot be remedied. | ESPD. |
| 6. | (46.4.4) The supplier has concealed information or provided false information about compliance with the requirements set out in Articles 46 and 47 of the Law on Public Procurement during the procurement procedures, and the contracting authority may prove this by any lawful means, or the supplier is unable to furnish the supporting documents required under the Public Procurement due to the false information provided Article 50 of the law.  On this basis, the supplier is also excluded from the procurement procedure when, during previous procedures carried out in accordance with the procedure established by the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security, the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors, the Law or the Law on Concessions, withheld the information or provided the false information referred to in this paragraph or the supplier was unable to provide the supporting documents required under the Law on Public Procurement 50 because of the false information provided the article which has resulted in exclusion from the procurement or concession award procedures within the last one year.  On this basis, a supplier is also excluded from a procurement procedure where, in accordance with the legislation of other States, it has concealed information or provided false information during previous procedures or has been unable to produce supporting documents as a result of the provision of false information, which has led to its exclusion from procurement or concession procedures or other similar sanctions within the last one year actions. | ESPD.  Decisions on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this clause may take into account, inter alia, information published in accordance with Article 52 of the Law on Public Procurement:  <https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusiu-tiekeju-sarasas-3/> |
| 7. | (46.4.5) The supplier, at the time of the procurement, has engaged in unlawful acts to influence the decisions of the contracting authority, to obtain confidential information that would give it an unfair advantage in the procurement procedure, or has provided misleading information that may have a material influence on the decisions of the contracting authority regarding the exclusion of suppliers, the assessment of their qualifications, the identification of the tenderer, and the contracting authority may prove it by any lawful means. | ESPD. |
| 8. | (46.4.6) The supplier has failed to perform a contract concluded in accordance with the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security, the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors, the Law or the Law on Concessions or is in default of its performance committed and it was a material breach of contract within the meaning of Article 6.217 of the Civil Code (hereinafter – the material breach of the contract), for which the contract was terminated within the last 3 years or was accepted within the last 3 years, and a final judgment satisfying a claim by the contracting authority, the contracting authority or the awarding authority for damages incurred as a result of the supplier’s performance of an essential contractual clause set out in the contract with serious or persistent deficiencies, or a decision of the contracting authority has been adopted within the last 3 years, the supplier has complied with the essential contractual clause in the contract with significant or persistent deficiencies and has resulted in the application of the contractual penalty.  On this basis, a supplier shall also be excluded from the procurement procedure where, in accordance with the legislation of other States, it has been established within the last 3 years that it has fulfilled, in the course of the previous contract, the previous contract with the contracting authority or the previous concession contract, the essential requirement laid down in the contract with significant or persistent deficiencies by which the earlier contract was terminated earlier than the term of that contract, a claim for damages or other similar sanctions were imposed. | ESPD.  When making decisions on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in this clause, the information published in accordance with Article 91 of the Law on Public Procurement may be taken into account:  <https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/nepatikimi-tiekejai-1/>  <https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas/> |
| 9. | (46.4.7) A contracting authority may prove, by any appropriate means, that the supplier has committed a serious professional misconduct which causes the contracting authority to question the integrity of the supplier when the supplier:  (a) Has committed an infringement of financial reporting and auditing legislation and less than one year has elapsed since the date of its commission;  (b) Does not meet the minimum criteria of a reliable taxpayer established in Article 40 (1) of the Law on Tax Administration of the Republic of Lithuania;  (c) Has committed a violation of the prohibition on the conclusion of prohibited agreements enshrined in the Competition Law of the Republic of Lithuania or a similar legal act of another State and less than 3 years have elapsed since the date of its conclusion. | No supporting documents are required from entities established in Lithuania. The ESPD presented is sufficient.  Decisions to remove a supplier from the procurement procedure on the grounds of exclusion referred to in clause (c) shall take into account, inter alia, the information published in the national database at: <https://www.registrucentras.lt/jar/p/index.php> published information, as well as the information provided in the information notice of the Public Procurement Service:  <https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/>.  Decisions on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in clause (b) shall take into account, inter alia, the information published in the national database at <https://www.vmi.lt/evmi/mokesciu-moketoju-informacija>  Decisions to remove a supplier from the procurement procedure on the grounds of exclusion referred to in clause (c) shall take into account, inter alia, the information published in the national database at: Information published on <https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu>. |
| 10. | (46.6.3) The supplier has committed a serious professional offence (other than the infringement referred to in Clause 7 of Part 4 of Article 46 of the Law on Public Procurement) which causes the contracting authority to question the integrity of the supplier and can prove this infringement by any appropriate means. On this basis, the contracting authority shall remove the supplier from the procurement procedure if less than one year has elapsed since the date of the infringement. | No supporting documents are required from entities established in Lithuania. The ESPD presented is sufficient. |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex 8 to the Terms and Conditions of the Procurement

Standard form of declaration of compliance with national security requirements,

approved by Order No 1S-233 of the Director

of the Public Procurement Service

on 29 December 2022

**(Standard form for declaration of compliance with national security requirements)**

*(name of supplier*)

*(addressee (name of contracting authority/contracting entity)*

**DECLARATION OF COMPLIANCE WITH NATIONAL SECURITY REQUIREMENTS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_ No. \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(place of conclusion)*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

*(title, name and surname of the supplier’s manager or its authorised representative)*

I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , managed by me (representing me),

*(name of supplier)*

participating in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name of the subject of the contract, contract number, date of publication of the contract in the CVP IS*)

organized by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(contracting authorities)*

shall comply with the following requirements:

|  |  |
| --- | --- |
| × | The goods offered by the supplier (specified in Paragraph 17 of the procurement conditions) do not pose a threat to national security – in accordance with Clause 1 of Part 9 of Article 37 of the Law on Public Procurement of the Republic of Lithuania, the manufacturer of the goods or the person controlling the manufacturer are not registered (if the manufacturer or the person controlling the manufacturer is a natural person – permanently residing or having citizenship) in the list of countries or territories referred to in Part 14 of Article 92 of the Law. |
|  |
|  |

|  |  |
| --- | --- |
| × | The services proposed by the supplier do not constitute a threat to national security – in accordance with Clause 2 of Part 9 of Article 37 of the Law on Public Procurement, the services will not be provided from the countries or territories referred to in the list provided for in Part 14 of Article 92 of the Law on Public Procurement. |
|  |
|  |

|  |  |
| --- | --- |
| × | The supplier does not have interests which may endanger national security – in accordance with Part 9 of Article 47 of the Law on Public Procurement, the supplier, its sub-suppliers or the economic entities whose capacities are relied upon or the persons controlling them are not registered (if the supplier, its sub-supplier, the economic entity whose capacities are relied upon or the person controlling the economic entity is a natural person - permanently residing or having nationality) in the list of the States or territories referred to in Part 14 of Article 92 of the Law on Public Procurement. |
|  |
|  |

I certify that these data are correct and up-to-date on the date of submission of the tender.

I understand that, in accordance with Part 4 of Article 39of the Law on Public Procurement, the contracting authority may, at any time during the procurement procedure, request candidates or tenderers to provide all or part of the documents confirming compliance with the requirements of Part 9 of Article 37 of the Law on Public Procurement, if this is necessary to ensure the proper conduct of the procurement procedure.

I understand that if the evaluation results in a successful tender, the documents required by the contracting authority to prove compliance with national security requirements will have to be provided.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(position) (signature) (name and surname)*

Annex 9 to the Terms and Conditions of the Procurement

**FS-PP form for reporting financial contributions received in the course of public procurement procedures pursuant to Regulation (EU) 2022/2560**

|  |  |
| --- | --- |
| **Content** | |
| 1. | Purpose of the FS-PP form |
| 2. | Definitions of terms used in this FS-PP form and instructions for filling it out |
| 3. | Types of information that must be indicated in the FS-PP form |
| 4. | Information that is not available for objective reasons |
| 5. | Information not necessary for the Commission’s consideration of the case |
| 6. | Pre-notification contacts and requests for exemption from the obligation to provide information |
| 7. | Requirement to provide a correct and complete notification or declaration |
| 8. | How to report? |
| 9. | Confidentiality and personal data |
| SECTION 1. | Description of public procurement |
| SECTION 2. | Information on the notifying party(s) |
| SECTION 3. | Foreign financial contributions |
| SECTION 4. | Justification for the absence of an unduly favourable tender |
| SECTION 5. | Possible positive effects |
| SECTION 6. | Supporting documents |
| SECTION 7. | Declaration |
| SECTION 8. | Confirmation |

**INTRODUCTION**

*1.****Purpose of the FS-PP form***

(1) This FS-PP form shall specify what information the notifying party(s) must provide when submitting a notification or declaration to the Commission on a foreign financial contribution received as a result of a public procurement procedure covered by the Union’s foreign subsidy control system. The Union’s system of control of foreign subsidies is laid down in Regulation (EU) 2022/2560 of the European Parliament and of the Council and Commission Implementing Regulation (EU) 2023/1441 on detailed procedures for the procedure to be followed by the Commission pursuant to Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market (‘the Implementing Regulation’), to which this Form FS-PP is Annexed.

*2.****Definitions of terms used in this FS-PP form and instructions for filling it out***

(2) The definitions of the terms used in this Annex are as follows:

(a) Notifying party – means all economic entities, groups of economic entities, key subcontractors and key suppliers subject to the notification obligation in accordance with Part 1 of Article 29 of Regulation (EU) 2022/2560 in accordance with Part 5 of Article 29 of Regulation (EU) 2022/2560;

(b) Main contractor in accordance with Directives 2014/24/EU and 2014/25/EU of the European Parliament and of the Council or main concessionaire in accordance with Directive 2014/23/EU of the European Parliament and of the Council means an economic entity ensuring the submission of a notification or declaration on behalf of all notifying parties.

(3) Unless otherwise specified, the term “notifying party(s)” shall include all subsidiaries which do not have commercial autonomy and all their holding companies as defined in Clause (b) of Part 1 of Article 28 of Regulation (EU) 2022/2560.

(4) All financial data to be reported shall be presented in euro on the basis of the average of the exchange rates for the relevant year or other relevant periods.

*3.****Types of information that must be indicated in the FS-PP form***

(5) Where at least one of the notifying parties has received a foreign financial contribution to be notified in accordance with Parts 1 and 2 of Article 28 and Part 1 of Article 29 of Regulation (EU) 2022/2560, the notifying party(s) shall submit the notification only. The notification shall be made in a single form, based on the elements described below.

(6) On the other hand, where none of the notifying parties has received a foreign financial contribution to be notified in accordance with Parts 1 and 2 of Article 28 and Part 1 of Article 29 of Regulation (EU) 2022/2560, the notifying party(s) shall submit a declaration only. The declaration is made in a single form on the basis of the elements described below.

(7) On a case-by-case basis, the Commission may request more detailed information on any type of financial contribution included in the answers to the questions in Section 3 and in Table 1, or on any other foreign financial contributions received by the notifying party(s). In any event, in determining compliance with the notification threshold in accordance with Clause (b) of Part 1 of Article 28 of Regulation (EU) 2022/2560, all financial contributions made to the notifying party(s) during the three years preceding the notification shall be taken into account, regardless of whether or not they are requested to provide information in accordance with Section 3.

8) The following information must be indicated in the FS-PP form:

(a)

REPORTS ON FOREIGN FINANCIAL CONTRIBUTIONS

i. Where foreign financial contributions are reported in accordance with Chapter 4 of Regulation (EU) 2022/2560, all sections and their corresponding fields, with the exception of Section 7 (“Declaration”), must normally be completed.

ii. Section 1 must provide a brief description of the procurement procedure.

iii. Section 2 shall contain information on the notifying party(s).

iv. Section 3 must provide details of the foreign financial contribution (s). In particular, the details of each of the $1 million granted to the notifying parties in the three years preceding the notification shall be provided in accordance with Section 3. *a foreign financial contribution in EUR or greater that may be assigned to any of the categories referred to in clauses (a) to (c) and (e) of Part 1 of Article 5 of* Regulation (EU) 2022/2560. The FS-PP form requires the notifying party (s) to provide an overview of the other different types of foreign financial contributions made to the notifying party (s) in accordance with the instructions in Table 1.

v. Section 4 may provide an explanation as to why the tender is not unduly favourable.

vi. Section 5, where applicable, may indicate and justify the potential positive effects of subsidies on the development of the subsidised economic activity concerned, as well as other positive effects related to the relevant policy objectives.

vii. The supporting documents to be included, as referred to in Section 6.

viii. Section 8 must include a signed confirmation that the information provided is true, correct and complete and that the notifying party(s) is familiar with the provisions on penalties.

(b)

DECLARATION ON NON-REPORTABLE FOREIGN FINANCIAL CONTRIBUTIONS

i. If no reportable foreign financial contributions have been made to the notifying party(s) in the last three years, only sections 1, 2 and 8 of the FS-PP form, as well as a special section 7, should be filled in, and the remaining sections should be left blank.

ii. None of the information required in the FS-PP form shall affect the possibility for the Commission to request additional information when making a request for information.

*4.****Information that is not available for objective reasons***

(9) If certain information required in this FS-PP form (in whole or in part) is not available for objective reasons, the notifying party(s) may request the Commission to waive the obligation to provide the relevant information or to allow the waiver of any other requirement of the FS-PP form relating to that information. The application should be made in accordance with the instructions set out in recitals 13 to 15 of this Introduction.

*5.****Information not necessary for the Commission’s consideration of the case***

(10) In accordance with Article 5 (5) of the Implementing Regulation, the Commission may waive the obligation to provide specific information in the notification, including documents, or allow the waiver of any other requirement of the FS-PP form relating to that information if it considers that compliance with those obligations or requirements is not necessary in order for it to be able to examine the case.

(11) The notifying party(s) may request the Commission to waive the obligation to provide relevant information or waive any other requirement of the FS-PP form relating to that information. This request should be made in accordance with the instructions set out in recitals 13 to 15 of this FS-PP form regarding requests for exemption from the obligation to provide information.

*6.****Pre-notification contacts and requests for exemption from the obligation to provide information***

(12) The notifying party(s) are invited to participate in the discussions held prior to the submission of the report in sufficient time prior to the submission of the report, preferably on the basis of the draft FS-PP form. The Commission shall provide the notifying party(s) with a view to preparing a preliminary review of the foreign subsidies resulting from the public procurement procedure on a voluntary basis prior to the submission of the notification. Pre-notification communications are not mandatory but can be very useful for both the notifying party(s) and the Commission, as they help, inter alia, to determine exactly how much information is required in the notification, in particular the information provided for in Section 3 and Table 1, and to ensure that the notification is complete. In addition, maintaining contacts prior to the submission of a message can significantly reduce the amount of information required. Where there is more than one notifying party (where they are a single economic entity) or a group of notifying parties (when they are members of the same consortium), and each notifying party or group seeks to submit a different tender through the same procurement procedure, pre-notification discussions with each notifying party or groups of them must be carried out separately and in complete confidentiality, thereby ensuring fair competition in the specific procurement procedure.

(13) In the course of communication prior to the filing of the notification, the notifying party(s) may make requests for exemption from the obligation to provide certain information that is required in this form. The Commission will consider requests for exemption from the obligation to provide information if one of the following conditions is met:

(a) The notifying party(s) duly justifies why the relevant information is not available for objective reasons. Where appropriate and to the extent possible, the notifying party(s) should provide the best estimates of missing data, indicating the source (s) of those estimates or where the Commission could obtain the requested information which the notifying party(s) does not have.

(b) The notifying party(s) duly substantiates why the relevant information is not necessary for the proceedings.

(14) Requests for exemption from the obligation to provide information should be made in a written Stage prior to notification, preferably in the draft notice itself (at the beginning of the relevant section or subsection). The Commission will examine requests for exemption from the obligation to provide information at the pre-notification stage in the context of a review of the draft notification.

(15) The fact that the Commission has agreed that any specific information required in this FS-PP form may not be included in the notification should in no way prevent the Commission from requesting that information at any stage of the procedure, in particular when making a request for information pursuant to Article 13 of Regulation (EU) 2022/2560.

*7.****Requirement to provide a correct and complete notification or declaration***

(16) The information required by Sections 1 to 3, 6 and 8 must be provided when reporting foreign financial contributions and is therefore a requirement for detailed reporting. All necessary information must be provided in the appropriate section of the FS-PP form and must be correct and complete.

(17) When making a declaration that no reportable foreign financial contributions have been received, it is necessary to provide the information required by Sections 1, 2, 7 and 8, and therefore the requirement to provide that information is a requirement that the declaration be complete. All necessary information must be provided in the appropriate section of the FS-PP form and must be correct and complete.

(18) In particular, it should be noted that:

(a) The period of 20 working days laid down in Article 30 (2) and (6) of Regulation (EU) 2022/2560 shall start on the working day following receipt of the full notification. This is to ensure that the Commission is able to assess reported foreign financial contributions in strict accordance with the deadlines set out in Regulation (EU) 2022/2560.

(b) When preparing the notification, the notifying party(s) must verify that the names and numbers of the contact persons provided to the Commission, in particular e-mail addresses, are accurate, current and up to date;

(c) A declaration may be made only if all the notifying parties declare that they have not received reportable foreign financial contributions during the last three years. Where a notifiable foreign financial contribution has been made to at least one of the notifying parties, the declaration made shall be deemed to be a notification under this Implementing Regulation.

(d) The requested contact details of the notifying parties shall be made available in the format indicated on the website of the Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs of the Commission. In order for the review process to proceed properly, it is essential that the contact details are accurate. The e-mail addresses provided for this purpose should not be personal and assigned to specific contact persons, but rather should refer to the common functional mailboxes of the group responsible for the message. The Commission may consider the notification incomplete due to incorrect contact details.

(e) The supporting documents referred to in Section 6 shall be submitted together with the summary table in the format set out on DG Internal Market, Industry, Entrepreneurship and SMEs website.

(f) In accordance with Part 4 of Article 7 of the Implementing Regulation, the inclusion of incorrect or misleading information in the notification or in conjunction with it in determining the effective date of the notification will be considered to be an incomplete notification;

(g) In accordance with Part 4 of Article 29 of Regulation (EU) 2022/2560, if, despite the Commission’s request for a detailed notification, the notification accompanying the tender or the request to participate remains incomplete, the Commission should adopt a decision requesting the contracting authority or contracting authority to adopt a decision rejecting such non-compliant tender or request to participate;

(h) In accordance with Part 2 of Article 33 of Regulation (EU) 2022/2560, the economic entities concerned who intentionally or negligently submit incorrect or misleading information may be subject to one-off fines of up to 1% of their total turnover. In addition, in accordance with Clause (b) of Part 1 of Article 18 of Regulation (EU) 2022/2560, the Commission may revoke its decision if it was based on incomplete, incorrect or misleading information.

*8.****How to report?***

(19) Notifications shall be made in one of the official languages of the Union. The names of the notifying parties shall also be given in their original language. The information required in this FS-PP form must be provided by filling out the sections and subsections of the form and, if necessary, by attaching supporting documents. The notification submitted shall bear the endorsement referred to in Section 8. If the information contained in two different sections partially (or completely) overlaps, cross-references may be provided.

(20) The notification must be signed by persons legally authorized to act on behalf of each notifying party or by one or more authorized representatives of the notifying party(s). The notification must be accompanied by the relevant authorisation document(s) (or written evidence of the authorisation to act). Technical specifications and guidance on notifications are available on the website of the Commission’s Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs.

(21) Reporting Party(s) are requested to consider, in completing Section 3 of this FS-PP Form, whether, for the sake of clarity, the information in this section is best presented in sequential numbering or whether the information can be grouped by individual foreign financial contribution (or group of foreign financial contributions).

(22) For the sake of clarity, certain information may be included in the Annexes. However, it is very important that all the basic and essential information is included in the main part of the report. Any Annexes provided shall be used only to supplement the information contained in the main part of the notification, and the main part shall clearly indicate that the additional information is contained in the Annex.

(23) Supporting documents must be submitted in the original language; if this is not one of the official languages of the Union, a translation into the language of the proceedings must be accompanied (Part 4 of Article 5 of the Implementing Regulation).

*9.****Confidentiality and personal data***

(24) Article 339 of the Treaty on the Functioning of the European Union (TFEU) and Part 2 of Article 43 of Regulation (EU) 2022/2560 require the Commission, its officials and other servants not to disclose information covered by the obligation of professional secrecy obtained under that Regulation. The same principle must apply to the protection of confidentiality between the notifying parties.

(25) Where the notifying party(s) considers that its (their) interests would be infringed if any of the information requested to be provided were published or otherwise disclosed to other parties, including other economic entities with whom it (s) notifies and the contracting authority or contracting authority concerned, that information shall, as appropriate, the contracting authority or contracting authority should be presented separately by the label (s) “Confidential” on each sheet. For this purpose, a separate encrypted archive of documents may be provided and the key may be provided to the Commission separately. The notifying parties should also indicate the reasons why this information should not be disclosed or published.

(26) Where a notification is completed by more than one notifying party, the trade secrets may be contained in a separate document and indicated in the notification as an Annex. In order for the notification to be considered complete, it must include all such Annexes.

(27) All personal data contained in or accompanying the notification will be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council.

***SECTION 1***

***Description of public procurement***

1.1. Please provide a link to the document published in Tenders Electronic Daily (TED) and other platforms inviting you to participate in this procedure, as well as a summary of the procurement procedure.

1.2. Where the notifying party(s) uses the European Single Procurement Document (ESDP), the obligation to provide a summary of the procurement procedure should be fulfilled by completing Part I of Annex 2 to Commission Implementing Regulation (EU) 2016/7.

1.3. Where the reporting party(s) provides the information using the ESPD, Section 1 of this FS-PP form should be uploaded directly from the ESDC to the FS-PP form using a digital service provided by the Commission. Where such a service is not provided, the contracting authority or contracting authority should submit a notification to the Commission together with the completed Part I of Annex 2 to the ESDP.

1.4. If the notifying party(s) does not use the ESDC to provide the information, this Section shall be completed by providing the information required in Part I of Annex 2 to the ESDC.

1.5. Where the notifying party(s) only partially provide the information to the ESDC, the missing elements of Part I of Annex 2 to the ESDC shall be reported in this section.

***SECTION 2***

***Information on the notifying party(s)***

2.1. Where the notifying party(s) uses an ESPD, the obligation to provide information on the notifying party(s) may be fulfilled by means of Part II of Annex 2 to Commission Implementing Regulation (EU) 2016/7 laying down the standard format for the ESPD. The ESDC shall be completed by all economic entities and subcontractors involved in the submission of a tender or requests to participate and whose capacity is used to meet the selection criteria. Subcontractors that are not main subcontractors in accordance with Part 5 of Article 29 of Regulation (EU) 2022/2560 are not required to complete this section of the form. Subcontractors that are main subcontractors in accordance with Article 29 (5) of Regulation (EU) 2022/2560 but whose capacity is not mobilised in accordance with Article 63 of Directive 2014/24/EU or Article 79 of Directive 2014/25/EU shall fill in this section manualy.

2.2. If the notifying party(s) provides information using the ESPD, this part of the FS-PP form shall be uploaded directly from the ESPD to this FS-PP form using a digital service provided by the Commission. Where such a service is not provided, the contracting authority or contracting authority shall submit this notification to the Commission together with the completed Part II of Annex 2 to the ESDP.

2.3. If the notifying party(s) does not use the ESPD to provide the information, this Section shall be completed by providing the information required in Part II of Annex 2 to the ESDC.

2.4. Where the notifying party(s) only partially provide the information to the ESDC, the missing elements of Part II of Annex 2 to the ESDC shall be reported in this section.

2.5. Enter your email address or the unique identification code used in your ES Login account, which will be used for communication.

***SECTION 3***

***Foreign financial contributions***

3.1. The assessment of the existence of distortions caused by foreign subsidies obtained through the procurement procedure shall be carried out by assessing the signs of distortion and whether the tender is unduly favourable compared to the works, goods or services concerned. In this section, the notifying party(s) should report only foreign financial contributions that fall within the scope of Clauses (a) to (c) and (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560 and which are among those most likely to distort the internal market. For foreign financial contributions not included in these categories, see paragraph 3.3 and Table 1 of this section. For procurement procedures which comply with the thresholds laid down in Clause (s) of Part 1 of and Part 2 of Article 28 of Regulation (EU) 2022/2560 and in which the notifying party(s) has received foreign financial contributions notifiable in accordance with clause (b) of Part 1 of Article 28 of Regulation (EU) 2022/2560 within three years prior to notification, please indicate whether each the notifying party was individually granted $1 million in the three years prior to the notification. Foreign financial contributions in EUR or greater that may be allocated to any of the categories referred to in Clauses (a) to (c) and (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560:

3.1.1. In order to determine whether a foreign financial contribution has been made to an undertaking in difficulty within the meaning of Clause (a) of Part 1 of Article of Regulation (EU) 2022/2560, please indicate whether any of the following conditions have been met at any time during the three years preceding the notification:

3.1.1.1. Is the reporting party a limited liability company that has lost more than half of the subscribed share capital as a result of accumulated losses?

|  |  |
| --- | --- |
| □ yes | □  ne |

3.1.1.2. Is the reporting party a company of which at least several members have unlimited liability for the company’s debt and which, as a result of accumulated losses, has lost more than half of the capital indicated in the financial statements?

|  |  |
| --- | --- |
| □ yes | □  ne |

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it meet the criteria of domestic law to initiate collective insolvency proceedings at the request of its Guarantee Recipients?

|  |  |
| --- | --- |
| □ yes | □  no |

3.1.1.4. If the notifying party concerned is not an SME:

3.1.1.4.1. Whether the balance sheet debt to equity ratio of the notifying party has exceeded 7,5 for the last two years; and

3.1.1.4.2. Has the notifying party’s ESPD interest coverage ratio been less than 1.0 for the past two years?

|  |  |
| --- | --- |
| □ yes | □  no |

3.1.1.5. If you answered ‘yes’ to any of the questions in sections 3.1.1.1 to 3.1.1.4 for any of the notifying parties, please indicate whether, during the period when the firm in question was experiencing difficulties, it received foreign financial contributions that could have helped it regain its long-term viability (including any temporary liquidity support for viability) to support recovery) or to retain that country for the short period necessary for the preparation of a restructuring or liquidation plan.

|  |  |  |
| --- | --- | --- |
| Notifying party(s) | □ yes | □  no |

3.1.1.6. If you answered ‘yes’ to any of the questions in sections 3.1.1.1 to 3.1.1.4 for any of the notifying parties, please indicate whether there is a restructuring plan capable of ensuring the long-term viability of that notifying party and whether this restructuring plan provides for a significant own contribution from the notifying party, and give details of that plan.

3.1.1.7. If you answered “yes” to any of the questions in clauses 3.1.1.1 to 3.1.1.4, justify the answer by providing references to supporting evidence or documents to be included in the Annexes (such documents may include, inter alia, the most recent profit and loss statements and balance sheets of the notifying party, a court decision to bring the company into collective insolvency insolvency proceedings or evidence of compliance with the criteria laid down in national company law which, at the request of Guarantee Recipients, may be brought against an undertaking for insolvency, etc.).

3.1.2. A foreign financial contribution in the form of an unlimited guarantee against the debts or liabilities of the undertaking, i.e. without any limitation as to the amount or duration of such guarantee (Clause (b) of Part 1 of Article 5).

|  |  |
| --- | --- |
| □ yes | □  no |

3.1.3. An export financing instrument that does not comply with the OECD Agreement on Officially Supported Export Credits (Clause (c) of Part 1 of Article 5).

|  |  |
| --- | --- |
| □ yes | □  no |

3.1.4. A foreign financial contribution enabling an undertaking to submit an unduly favourable tender on the basis of which the undertaking could be awarded the relevant contract (Clause (e) of Part 1 of Article 5).

|  |  |
| --- | --- |
| □ yes | □  no |

3.2. For each of the 1 million granted to the notifying parties in the three years preceding the notification, For a foreign financial contribution in EUR or greater that may be assigned to any of the categories referred to in Clauses (a) to (c) and (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560, please provide the following information and supporting documents:

3.2.1. Form of contribution (e.g. loan, tax exemption, capital injection, tax incentive, non-cash contributions, etc.) ;

3.2.2. The third country which has made the financial contribution. Also indicate the authority or entity that made the contribution;

3.2.3. The amount of each financial contribution;

3.2.4. The purpose and economic basis of the financial contribution to the country;

3.2.5. Whether there are any conditions attached to financial contributions, as well as to their use;

3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration of the loan);

3.2.7. Explain whether the company to which a foreign financial contribution has been granted benefits within the meaning of Article 3 of Regulation (EU) 2022/2560 is conferred by this contribution. Please explain why, on the basis of the supporting documents submitted in accordance with Section 6.

3.2.8. Explain whether, in accordance with Article 3 of Regulation (EU) 2022/2560, the contribution is legally or effectively limited to certain undertakings or sectors. Please explain why, on the basis of the supporting documents submitted in accordance with Section 6.

3.2.9. Explain whether the foreign financial contribution is granted for operating expenses related only to a specific public procurement.

3.3. Provide an overview of foreign financial contributions of EUR 1 million or more granted to each notifying party in the three years prior to notification that do not fall into any of the categories referred to in Clauses (a)-(e) of Part 1 of Article 5 of Regulation (EU) 2022/2560, following the template and instructions in Table 1.

***SECTION 4***

***Justification for the absence of an unduly favourable tender***

4.1. For any foreign financial contribution that enables an undertaking to submit an unduly favourable tender which could lead to the award of the relevant contract to the undertaking (Clause (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560), please indicate whether there are any elements to demonstrate that the tender is not unduly favourable, directly or indirectly, as a result of the financial contribution received (s), including the elements referred to in Part 2 of Article 69 of Directive 2014/24/EU or Part 2 of Article 84 of Directive 2014/25/EU.

4.2. These elements may relate in particular to:

4.2.1. *The economic aspect of the production process, the services provided or the method of construction*;

4.2.2. *The* *supply products, services or works on selected technical solutions or under any conditions exclusively favourable to the tenderer;*

4.2.3. *The originality of the works, goods or services offered by the tenderer;*

4.2.4. *Fulfilling obligations in the field of environmental, social and labour law;*

4.2.5. *Performance of obligations related to subcontracting.*

***SECTION 5***

***Possible positive effects***

5.1. Where applicable, indicate and justify any possible positive impact on the development of the subsidised economic activity concerned in the internal market. Please also identify and justify any other positive effects of foreign subsidies, such as wider positive effects related to relevant policy objectives, in particular Union objectives, and indicate when and where those effects have occurred or are expected to occur. Provide a description of each such positive effect.

***SECTION 6***

***Supporting documents***

Please provide the following information for each notifying party:

6.1. Copies of all supporting official documents relating to financial contributions that may be assigned to any of the categories referred to in Clauses (a) to (c) and (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560, in accordance with Section 3.1;

6.2. Copies of the following documents prepared, prepared by, or received by any members of the Board, Board of Directors or Supervisory Board: analyses, reports, studies, reviews, presentations and other similar documents which discuss the purpose and economic justification of foreign financial contributions that can be assigned to any of the categories specified in Clauses (a) to (c) and (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560. Provide the same documents prepared, prepared or received by the foreign financial contributor, if you have them or if they are publicly available;

6.3. If available, an indication of the Internet address from which the most recent annual accounts or activity reports of all the parties to the concentration are published and, if no such Internet address is available, copies of the most recent annual accounts and activity reports of the notifying party(s).

6.4. If the notifying party(s) provides a justification for the absence of an unreasonably favourable tender by completing Section 4 of this form, it (s) shall also be required to provide documentation for the three-year period prior to the submission of the notification supporting the elements submitted. Such documents may include, among other things, respectively:

(a) Tax returns for the period under review, including copies of company tax returns and VAT returns,

(b) Business plans and market research on which the decision to participate in the procurement procedure is based.

***SECTION 7***

***Declaration***

7.1. According to recital 6 of the introduction, for procurement procedures which comply with the thresholds laid down in Clause (a) of Part 1 and Part 2 of Article 28 of Regulation (EU) 2022/2560 and for which the notifying party(s) have not received foreign financial contributions to be notified in accordance with Part 1 of Article 28 of Regulation (EU) 2022/2560 in paragraph (b), sections 1, 2 and 8 of the following form, as well as this section, must be completed by submitting the following statement:

***“None of the notifying parties has received foreign financial contributions to be reported in accordance with Chapter 4 of Regulation (EU) 2022/2560.”***

7.2. As set out in Part 1 of Article 29 of Regulation (EU) 2022/2560, the notifying party (s) must indicate all foreign financial contributions received. This obligation shall apply to all non-reportable foreign financial contributions received in the last three years prior to the submission of the declaration in accordance with Clause (b) of Part 1 of Article 28 of Regulation (EU) 2022/2560.

7.3. However, foreign financial contributions that do not need to be reported and whose value is less than $1 million in the last three years prior to the filing of the declaration. EUR but exceeding the value specified in Section 7.4 may be declared as aggregated contributions without specifying their values using Table 2. Such foreign financial contributions shall be reported separately at the request of the Commission.

7.4. In accordance with Part 3 of Article 4 of Regulation (EU) 2022/2560, foreign financial contributions for which the total amount granted by one third country during the three consecutive years preceding the submission of the declaration does not amount to *de minimis* aid within the meaning of the first subparagraph of Part 2 of Article 3 of Commission Regulation (EU) No 1407/2013 need not be indicated in the declaration.

***SECTION 8***

***Confirmation***

8.1. The following endorsement, signed by each of the notifying parties, shall be submitted at the end of the notification:

8.2. “*The notifying party(s) certifies that, to the best of its knowledge and belief, the information contained in this report or declaration is true, correct and complete, true and complete copies of the documents required in this FS-PP form are provided, all estimates are stated as estimates and are best estimates of the basic facts, and all stated opinions* are sincere.

8.3.  *The parties are familiar with the provisions of Article 33 of Regulation (EU) 2022/2560 regarding one-time fines and periodic fines.*

Date:

|  |  |
| --- | --- |
| [Signatory 1]  Name, surname:  Organization:  Position:  Address:  Phone number:  E-mail:  [“signed by e-signature” /signature] | [Signatory 2; if applicable, repeat as many times as there are notifying parties]  Name, surname:  Organization:  Position:  Address:  Phone number:  E-mail:  [“signed by e-signature” /signature] |

*Table 1.*

***Instructions for reporting foreign financial contributions not falling under any of the categories referred to in Clauses (a) to (e) of Part 1 of Article 5 (Section 3.3)***

1. In the following table, provide an overview of the foreign financial contributions of EUR 1 million or more provided by each third country to the notifying party(s) in the three years prior to the notification, which **do not fall** into any of the categories specified in Clauses (a) to (e) of Part 1 of Article 5 of Regulation (EU) 2022/2560, following the template and instructions below. Clause (A) explains what information should be included in the table, and clause B explains what information should not be included.

**A. Information to be included in the table**

2. Group the different financial contributions by third country and by **type**, such as direct grant, loan/financing instrument/repayable advances, tax relief, guarantee, venture capital instrument, equity intervention, debt write-off, contributions for non-economic activities of the company (see Recital 16 in the preamble to Regulation (EU) 2022/2560), or otherwise.

3. Include only those States whose estimated aggregated amount (calculated in accordance with Clause 5) of all financial contributions made in the three years preceding the notification is 4 million. EUR or more.

4. Provide a brief description of the purpose of each type of financial contribution and the entities that provide them.

5. Quantify the aggregate amount of the financial contributions made by **each third country** during the three years preceding the notification by the **intervals** as indicated in the notes to the table below. When calculating this amount, it is important: (a) take into account foreign financial contributions falling within the categories referred to in Part 1 of Article 5 of Regulation (EU) 2022/2560 for which information has been provided in accordance with Sections 3.1 and 3.2;

(b) **Not to take into account** foreign financial contributions excluded under clauses 6 and 7.

**B. Exceptions**

6. The table does **not need to** describe the following foreign financial contributions:

(a) The rules on deferral of payment of taxes and/or social security contributions, tax amnesties and time-limited exemptions, as well as customary depreciation and generally applicable loss carry-over rules. If these measures apply only to certain sectors, regions or certain types of companies, for example, they should be included.

(b) The application of tax advantages for the avoidance of double taxation under the provisions of bilateral or multilateral agreements on the avoidance of double taxation, as well as unilateral tax advantages for the avoidance of double taxation applicable under national legislation, provided that they are applied on the same basis and under the same conditions as bilaterally or multilaterally agreements;

(c) The supply and/or purchase of goods and/or services (other than financial services) under market conditions in the ordinary course of business, such as the supply of goods or services and/or the procurement of services through a competitive, transparent and non-discriminatory tendering procedure;

d) Foreign financial contributions under an individual amount of EUR 1 million.

|  |  |  |
| --- | --- | --- |
| **Third country** | **Type of financial contribution**[**1.**](https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461#https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461) | **Brief description of the purpose of the financial contribution and the entity providing it**[**(\*2)**](https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461#https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461) |
| Country A | *Type 1* |  |
| *Type 2* |  |
| *Type 3* |  |
| *Type 4* |  |
| … |  |
| Total estimated amount of the financial contribution granted by B: […] EUR [(\*3)](https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461#https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461) | | |
| Country B | *Type 1* |  |
| *Type 2* |  |
| *Type 3* |  |
| *Type 4* |  |
| … |  |
| Total estimated amount of the financial contribution granted by B: […] EUR [(\*3)](https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461#https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX:02023R1441-20231027&qid=1713354449461) | | |
| Country C |  |  |
| … |  |  |
|  |  |  |
| (\*1)  Divide financial contributions by type: for example, direct grant, loan/financing instrument/repayable advances, tax relief, guarantee, venture capital instrument, equity intervention, debt write-off, contributions for non-economic activities of the enterprise (see Recital 16 in the preamble to Regulation 2022/2560), or else.  (\*2)  A general description of the purpose of the financial contributions included in each type and the entity(ies) providing them. *For example, “tax exemption for the production of product A and R&D activities”, “several loans* *granted by state-owned banks for Objective X”, “several financing instruments of public investment agencies to cover operating costs/R&D* activities”, “*injection of state capital into company X.”*  [**►M1**](https://eur-lex.europa.eu/legal-content/LT/AUTO/?uri=celex:32023R2414)  (\*3)  The following intervals are used: “*EUR 4–50 mln.* ”, “*> EUR 50–100 mln.* ”, “*> EUR 100–500 mln.* ”, “*> EUR 500–1 000 mln.*”, “*over EUR 1,000 mln.*”.  **◄**  Note.  Please provide a separate table for each notifying party. Third countries and, where possible, the types of contributions should be indicated in terms of the total amount of the foreign financial contribution from the maximum to the minimum. | | |

**C.    *More information***

7. Foreign financial contributions, which may be relevant to the evaluation of each procurement, may depend on several factors, such as the sectors or activities involved, the type of financial contribution or other specificities of the case. In view of these particularities, the Commission may request additional information if it considers that such information is necessary for its assessment.

***Table 2***

**Notification of foreign financial contributions valued at less than EUR 1 million and above the value referred to in Section 7.4**

|  |  |
| --- | --- |
| **Third country** | **Brief description of financial contributions** |
| Country A |  |
| Country B |  |
| Country C |  |
| … |  |
|  |  |

Annex 10 to the Terms and Conditions of the Procurement

**List of local (urban, suburban) and/or intercity (international) passenger transport services duly provided during the last 5 years before the end of the deadline for submission of tenders**

*date*

Information shall be given on whether the supplier (including the partners of the supplier group) has, within the last 5 years before the expiry of the deadline for the submission of tenders, under one or more contracts duly provided transport of passengers on local (urban, suburban) and/or intercity (international) routes with an annual mileage (total mileage):

* For Part 1 of the procurement object: at least 4,850,000 km.
* For Part 2 of the procurement object, at least 1,700,000 km.
* For Part 3 of the procurement object, at least 2,400,000 km.
* For Part 4 of the procurement object, at least 5,250,000 km.

**For Part 1 of the procurement object\*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Mileage (km) of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Date of commencement and termination of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Recipient of services (both public and private)** | **Attached documents** |
|  |  |  |  |  |
| 2 |  |  |  |  |
| ... |  |  |  |  |

**For Part 2 of the procurement object\*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Mileage (km) of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Date of commencement and termination of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Recipient of services (both public and private)** | **Attached documents** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| ... |  |  |  |  |

**For Part 3 of the procurement object \*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Mileage (km) of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Date of commencement and termination of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Recipient of services (both public and private)** | **Attached documents** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| ... |  |  |  |  |

**For Part 4 of the procurement object\*:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Mileage (km) of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Date of commencement and termination of properly provided passenger transport services on local (urban, suburban) and/or intercity (international) routes** | **Recipient of services (both public and private)** | **Attached documents** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| ... |  |  |  |  |

\* *Only those tables for which the parts of the procurement object are offered shall be filled in, others shall be deleted.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *(Position title of the supplier or its authorised person)* |  | *(Signature)* |  | *(Name, surname)* |  |

Annex 11 to the Terms and Conditions of the Procurement

**LIST OF SPECIALISTS OFFERED BY THE SUPPLIER**

*date*

Information is provided about the manager of the supplier (together with the partners of the supplier group) or another employee of the supplier (transport manager) who is entrusted with managing the transport activities of the carrier and who has the established professional competence in accordance with Part 5 of Article 8¹ of the Road Transport Code of the Republic of Lithuania.

**For Part 1 of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name and surname of the specialist** | **Proposed position** | **Number, date of issue and validity of the certificate of competence** | **Legal relationship with the Supplier** | **Attached documents** |
| 1. |  |  |  |  |  |
| ... |  |  |  |  |  |

**For Part II of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name and surname of the specialist** | **Proposed position** | **Number, date of issue and validity of the certificate of competence** | **Legal relationship with the Supplier** | **Attached documents** |
| 1. |  |  |  |  |  |
| ... |  |  |  |  |  |

**For Part 3 of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name and surname of the specialist** | **Proposed position** | **Number, date of issue and validity of the certificate of competence** | **Legal relationship with the Supplier** | **Attached documents** |
| 1. |  |  |  |  |  |
| ... |  |  |  |  |  |

**For Part 4 of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name and surname of the specialist** | **Proposed position** | **Number, date of issue and validity of the certificate of competence** | **Legal relationship with the Supplier** | **Attached documents** |
| 1. |  |  |  |  |  |
| ... |  |  |  |  |  |

\* *Only those tables for which the parts of the procurement object are offered shall be filled in, others shall be deleted.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| *(Job title of the supplier or its authorised person)* |  | *(Signature)* |  | *(Name and surname)* |  |

Annex No. 12 to the Conditions of the Procurement

**CERTIFICATE ON VEHICLES PROPOSED**

**1 (first) part of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ser. No.** | **Type of vehicles**    *(specify biaxial, triaxial, midi bus, etc.)* | ***Vehicle proposed***    *(specify manufacturer, model)* | **The number of vehicles proposed**    *(indicates the number of vehicles without reserve for each type of vehicle)* | **A reserve of vehicles proposed**    *(enter an integer)* | **Mileage of one vehicle in kilometers with a new unused single charge battery (80% DoD), during cold weather (at -10°C - (-20°C ) temperature)**    *(mileage in kilometers declared by the manufacturer)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**2 (second) part of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ser. No.** | **Type of vehicles**  *(specify biaxial, triaxial, midi bus, etc.)* | ***Vehicle proposed***  *(specify manufacturer, model)* | **The number of vehicles proposed**  *(indicates the number of vehicles without reserve for each type of vehicle)* | **A reserve of vehicles proposed**  *(enter an integer)* | **Mileage of one vehicle in kilometers with a new unused single charge battery (80% DoD), during cold weather (at -10°C - (-20°C ) temperature)**  *(mileage in kilometers declared by the manufacturer)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**3 (third) part of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ser. No.** | **Type of vehicles**  *(specify biaxial, triaxial, midi bus, etc.)* | ***Vehicle proposed***  *(specify manufacturer, model)* | **The number of vehicles proposed**  *(indicates the number of vehicles without reserve for each type of vehicle)* | **A reserve of vehicles proposed**  *(enter an integer)* | **Mileage of one vehicle in kilometers with a new unused single charge battery (80% DoD), during cold weather (at -10°C - (-20°C ) temperature)**  *(mileage in kilometers declared by the manufacturer)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**4 (fourth) part of the procurement object\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ser. No.** | **Type of vehicles**  *(specify biaxial, triaxial, midi bus, etc.)* | ***Vehicle proposed***  *(specify manufacturer, model)* | **The number of vehicles proposed**  *(indicates the number of vehicles without reserve for each type of vehicle)* | **A reserve of vehicles proposed**  *(enter an integer)* | **Mileage of one vehicle in kilometers with a new unused single charge battery (80% DoD), during cold weather (at -10°C - (-20°C ) temperature)**  *(mileage in kilometers declared by the manufacturer)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

*\* \*Only those tables for which parts of the procurement object the bids are submitted are filled out, others are deleted.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| (Name of the position of the supplier or its authorized representative) |  | (Signature) |  | (Name and last name) |  |

1. The Services are deemed to be provided properly if their suitability is confirmed by the customer in his certificate. [↑](#footnote-ref-2)
2. With its own forces means that the supplier has provided the goods, services or works itself (with its own forces) as a supplier (contractor), a partner of a supplier group or a sub-supplier, without the help of third parties. [↑](#footnote-ref-3)
3. Taking into account the fact that after submitting the list, the tenderer will no longer be able to supplement it, we recommend to indicate in the provided list more than the required minimum number of provided services. [↑](#footnote-ref-4)
4. This presumption applies in cases where it is not clear which form of price expression (numerical or verbal) the tenderer made a mistake. [↑](#footnote-ref-5)
5. The controlling person is understood as defined in Part 151 of Article 2 of the Law on Public Procurement: "**Controlling person** - the owner of an individual company or a legal entity or natural person who:

   1) controls directly or indirectly more than 50 % of the shares, stocks, parts, contributions and/or votes in the meeting of participants of the legal entity, or

   2) controls together with related persons more than 50% of the shares, stocks, parts, contributions or (and) votes in the meeting of the participants of the legal entity and whose controlled share is no less than 10% of the shares, stocks, parts, contributions or (and) votes of the participants of the legal entity in the meeting

   in another legal entity.

   **Related person is**:

   a) in the case of legal entities - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU;

   b) in the case of natural persons – spouses, parents and their children (adopted children).” [↑](#footnote-ref-6)
6. The supplier must specify all controlling persons. [↑](#footnote-ref-7)
7. State the reason if there are no such person(s). [↑](#footnote-ref-8)
8. Complete if confidential information is provided. If the tenderer does not complete this table and/or does not indicate “confidential” in the name of the file (file), the contracting authority shall consider that the tender submitted by it does not contain confidential information. [↑](#footnote-ref-9)
9. The controlling person is understood as defined in Part 151 of Article 2 of the Law on Public Procurement: "**Controlling person** - the owner of an individual company or a legal entity or natural person who:

   1) controls directly or indirectly more than 50 % of the shares, stocks, parts, contributions and/or votes in the meeting of participants of the legal entity, or

   2) controls together with related persons more than 50% of the shares, stocks, parts, contributions or (and) votes in the meeting of the participants of the legal entity and whose controlled share is no less than 10% of the shares, stocks, parts, contributions or (and) votes of the participants of the legal entity in the meeting

   in another legal entity.

   **Related person is**:

   a) in the case of legal entities - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU;

   b) in the case of natural persons – spouses, parents and their children (adopted children).” [↑](#footnote-ref-10)
10. The supplier must specify all controlling persons. [↑](#footnote-ref-11)
11. State the reason if there are no such person(s). [↑](#footnote-ref-12)
12. Complete if confidential information is provided. If the tenderer does not complete this table and/or does not indicate “confidential” in the name of the file (file), the contracting authority shall consider that the tender submitted by it does not contain confidential information. [↑](#footnote-ref-13)
13. The controlling person is understood as defined in Part 151 of Article 2 of the Law on Public Procurement: "**Controlling person** - the owner of an individual company or a legal entity or natural person who:

    1) controls directly or indirectly more than 50 % of the shares, stocks, parts, contributions and/or votes in the meeting of participants of the legal entity, or

    2) controls together with related persons more than 50% of the shares, stocks, parts, contributions or (and) votes in the meeting of the participants of the legal entity and whose controlled share is no less than 10% of the shares, stocks, parts, contributions or (and) votes of the participants of the legal entity in the meeting

    in another legal entity.

    **Related person is**:

    a) in the case of legal entities - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU;

    b) in the case of natural persons – spouses, parents and their children (adopted children).” [↑](#footnote-ref-14)
14. The supplier must specify all controlling persons. [↑](#footnote-ref-15)
15. State the reason if there are no such person(s). [↑](#footnote-ref-16)
16. Complete if confidential information is provided. If the tenderer does not complete this table and/or does not indicate “confidential” in the name of the file (file), the contracting authority shall consider that the tender submitted by it does not contain confidential information. [↑](#footnote-ref-17)
17. The controlling person is understood as defined in Part 151 of Article 2 of the Law on Public Procurement: "**Controlling person** - the owner of an individual company or a legal entity or natural person who:

    1) controls directly or indirectly more than 50 % of the shares, stocks, parts, contributions and/or votes in the meeting of participants of the legal entity, or

    2) controls together with related persons more than 50% of the shares, stocks, parts, contributions or (and) votes in the meeting of the participants of the legal entity and whose controlled share is no less than 10% of the shares, stocks, parts, contributions or (and) votes of the participants of the legal entity in the meeting

    in another legal entity.

    **Related person is**:

    a) in the case of legal entities - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU;

    b) in the case of natural persons – spouses, parents and their children (adopted children).” [↑](#footnote-ref-18)
18. The supplier must specify all controlling persons. [↑](#footnote-ref-19)
19. State the reason if there are no such person(s). [↑](#footnote-ref-20)
20. Complete if confidential information is provided. If the tenderer does not complete this table and/or does not indicate “confidential” in the name of the file (file), the contracting authority shall consider that the tender submitted by it does not contain confidential information. [↑](#footnote-ref-21)
21. If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Parts 1 and 3 of Article 46 of the Law on Public Procurement of the Republic of Lithuania because such documents are not issued in the Member State or in the country concerned or the documents issued in that country do not cover all the issues raised in Article 46 (1) and (3), they may be replaced by:

    Affidavit;

    An official declaration by the supplier if the affidavit is not used in the country. The official declaration must be certified by the competent legal or administrative authority of the Member State or supplier's country of origin or of the country in which it is registered, by a notary or by a competent professional or commercial organisation. [↑](#footnote-ref-22)
22. If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Parts 1 and 3 of Article 46 of the Law on Public Procurement of the Republic of Lithuania because such documents are not issued in the Member State or in the country concerned or the documents issued in that country do not cover all the issues raised in Article 46 (1) and (3), they may be replaced by:

    affidavit;

    (b) an official declaration by the supplier, if no affidavit is used in the country. The official declaration must be certified by the competent legal or administrative authority of the Member State or supplier's country of origin or of the country in which it is registered, by a notary or by a competent professional or commercial organisation. [↑](#footnote-ref-23)
23. If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Parts 1 and 3 of Article 46 of the Law on Public Procurement of the Republic of Lithuania, because such documents are not issued in the Member State or in the country concerned or the documents issued in that country do not cover all the issues raised in point (1) and (3) of Article 46, they may be replaced by:

    (a) Affidavit;

    (b) An official declaration by the supplier, if no affidavit is used in the country. The official declaration must be certified by the competent legal or administrative authority of the Member State or supplier's country of origin or of the country in which it is registered, by a notary or by a competent professional or commercial organisation. [↑](#footnote-ref-24)